



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/19/1779

Re: Property at 277 Chirnside Road, Glasgow, G52 2LG (“the Property”)

Parties:

Mr Richard Paul, 68 Ladykirk Drive, Cardonald, Glasgow, G52 2NY (“the Applicant”)

Mrs Elizabeth Trivett, 3 Lanton Drive, Glasgow, G52 2EW (“the Respondent”)

Tribunal Members:

George Clark (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be granted without a hearing and made an Order for Payment by the Respondent to the Applicant of the sum of ££1,740.

Background

By application, received by the Tribunal on 10 June 2019, the Applicant sought an Order for Payment by the Respondent to the Applicant of the sum of £875, being sums due by the tenant under a Private Residential Tenancy Agreement, the Respondent being a Guarantor for the obligations of the tenant under that Agreement.

The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Applicant and Angela Todd, commencing on 23 November 2018 at a monthly rent of £575 and copies of the Applicant's bank statements covering the period from 21 January 2019 to 7 June 2019. The bank statements showed payments made by the tenant to the Applicant of £575 on 15 February, £525 on 15 March, £575 on 15 April and £325 on 7 June. The Applicant contended that he was entitled to payments totalling £2,300 for the period from 23 February to 23 June 2019, the last payment having been due on 23 May 2019, but that he had received £1,425,. This left a shortfall of £875, which the Applicant was seeking to recover from

the Applicant as Guarantor for the tenant. He was also seeking rent from 23 June 2019 down to the date (then unknown) that the tenant vacated the Property, together with costs of eviction, storage costs for furniture and van hire costs of moving furniture into storage. The Applicant estimated these costs as being in the region of £250.

On 13 June 2019, the Applicant advised the Tribunal that he was also seeking recovery of the cost of gardening work.

On 10 July 2019, the Tribunal advised the Parties of the date, time and venue for a Case Management Discussion and the Respondent was invited to make written representations by 30 July 2019. The Respondent did not make any written representations to the Tribunal.

Case Management Discussion

A Case Management Discussion was held at Glasgow Tribunals Centre, 20 York Street, Glasgow on the morning of 14 August 2019. The Applicant was represented by Mr Carl Logan. The Respondent was not present or represented.

The Applicant's representative advised the Tribunal that the tenant had vacated the Property on 6 August 2019 and that no rent payments had been received since 7 June. The Applicant had obtained an Eviction Order against the tenant. The Order had stated that the tenancy termination date was 22 July 2019. Accordingly, the Applicant was seeking to increase the amount sought by £705 in respect of unpaid rent. He was no longer seeking additional costs as estimated in the application, but wished reimbursement of £160 in respect of gardening costs. The Applicant's representative provided the Tribunal with a receipt dated 9 August 2019 for garden work.

Reasons for Decision

Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations provides that the Tribunal may do anything at a Case Management Discussion which it may do at a hearing, including making a decision. The Tribunal was satisfied that it had before it all the information and documentation it required and that it would determine the application without a hearing.

The Tribunal was satisfied that the sum of £1,580 was lawfully due by the Respondent, as Guarantor, to the Applicant in respect of rent. This comprised the £875 stated in the application, £575 which fell due on 23 June 2019 and £130, covering the period from 23 July to 29 July 2019 (the date of termination of the Tenancy Agreement). The Tribunal was also satisfied that, in the absence of representations to the contrary from the Respondent, the gardening cost of £160 had been reasonably incurred by the Applicant as a result of the failure of the tenant to fulfil her obligations in terms of the Tenancy Agreement, so was also covered by the terms of the Respondent's Guarantee. Clause 29 of the Tenancy Agreement stated that the tenant would maintain the garden in a reasonable manner.

The Tribunal noted that the deposit of £575 paid by the tenant was still held in a tenancy deposit scheme. The Applicant's representative confirmed that the Applicant would not be making any claims on the deposit beyond the matters decided by the Tribunal. Accordingly, any part of that deposit which is paid to the Applicant should be deducted from the sum to be recovered in terms of the Tribunal's Order for payment.

Decision

The Tribunal determined that the application should be granted without a hearing and made an Order for Payment by the Respondent to the Applicant of the sum of ££1,740.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.



Legal Member/Chair

14 August 2019

Date