



**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/19/2661

**Re: Property at 12 Stonelaw Towers, Burnside, Glasgow, G73 3RL (“the
Property”)**

Parties:

**Ms Jacquie Sawkins or Burnside, 11A Victoria Road, Burnside, Glasgow, G73
3QF (“the Applicant”)**

**Miss Dionne Thomson, 12 Stonelaw Towers, Burnside, Glasgow, G73 3RL
 (“the Respondent”)**

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) The First-tier Tribunal for Scotland (Housing and Property Chamber)
 (“the Tribunal”) determined to make an order for payment of THREE
THOUSAND TWO HUNDRED AND FORTY TWO POUNDS (£3242.20) AND
TWENTY PENCE STERLING against the Respondent. The order for payment
will be issued to the Applicant after the expiry of 30 days mentioned below in
the right to appeal section unless an application for recall, review or
permission to appeal is lodged with the Tribunal by the Respondent.**

Background

- 1. By way of an application dated 6 August 2019 the Applicant applied to the
Tribunal for an order for payment against the Respondent in relation to a
tenancy of the Property at 12 Stonelaw Towers, Burnside, Glasgow, G73 3RL.**
- 2. On 9 September 2019 the Tribunal accepted the application under Rule 9 of
the First-tier for Scotland Housing and Property Chamber (Procedure)
Regulations 2017 (“the Regulations”).**

3. On 12 September 2019 the Tribunal enclosed a copy of the application and invited the Respondent to make written representations to the Tribunal by 3 October 2019. The Tribunal also advised the Applicant and the Respondent on 12 September 2019 that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 21 October 2019. The Tribunal administration instructed James S Orr, Sheriff Officers to serve the aforesaid communications of the Respondent.
4. On 17 September 2019 David A Orr, Sheriff Officer reported that when they had attended at the Property the door to the Property had been damaged and was lying in the garden. He also reported that the entrance had been boarded up. On making enquiries the Sheriff Officers ascertained that the Property had been raided by the Police a few days earlier and that the Respondent had not been seen since. The Sheriff Officer returned to the Property on 16 September 2019, but the Property was still in the same state and the Respondent had not returned.
5. In the circumstances the CMD of 21 October 2019 was postponed. On 14 October 2019 the Tribunal wrote to the Respondent at the Property to advise that as the papers could not be served at the Property and the application and the CMD notification would be served on her by way of advertisement.
6. In terms of Rule 6A of the Regulations the Tribunal served the notification of the CMD of 18 November 2019 and the application on the Respondent by way of advertisement on the Tribunal's website from 14 October 2019 to 18 November 2019. A copy of the execution of service was prepared by the Tribunal administration certifying service of the application by advertisement on the Respondent.

Case Management Discussion

7. The Tribunal proceeded with a CMD on 18 November 2019. The Applicant, whose name had recently changed to Mrs Burnside was in attendance. She was accompanied by her husband Mr Burnside as her supporter. She was also accompanied by her sister Mrs Gordon. There was no appearance by or on behalf of the Respondent.
8. The Tribunal had before it a detailed application from the Applicant setting out her case for payment, a copy of the tenancy agreement including a breakdown of how the arrears had accrued, a receipt from Orbis, various bank statements and various copy text messages between the parties. The Tribunal also had a copy of the Sheriff Officer's report of 17 September 2019 and the Execution of Service by way of Advertisement dated 18 November 2019.
9. Mrs Burnside asked the Tribunal to grant an order for payment for the rent arrears and for various items of disrepair including the front door, kitchen blinds, locks, the removal of a fridge/freezer, other damage to the property

and a temporary repair to the property. She explained that she had received the first month's rent of £595 and a deposit of £500 from the Respondent at the start of the tenancy on 1 November 2017. The Respondent then failed to pay rent in December 2017, January and February 2018. At that stage the Applicant understood that the Respondent was in receipt of Housing Benefit which was then paid at the rate of £480.63 per month. This left a shortfall of £114.37 per month which the Respondent did not pay. She received £480.63 per month until January 2019 when she started to receive £448.85 with the shortfall increased to £146.15. Arrears to the date of the application were accordingly £3617.26 which with the deposit of £500 fully applied reduced the arrears to £3117.26. The Applicant explained the arrears were increasing on a monthly basis.

10. The Tribunal noted that in terms of the Short Assured Tenancy dated and signed by both parties and which commenced on 1 November 2017 the Respondent had agreed to pay rent of £595 per month to the Applicant.
11. With regard to the other items, the Applicant explained that the temporary repair to the door was the only matter she had a receipt for. This work had been carried out by Orbis at a cost of £125.09 and the receipt referred to. She did not have any other receipts as she did not know how much damage there was at the Property. The Applicant explained the Police had raided the Property, damaging the door. She was seeking £125 for the cost of this repair. The Tribunal noted that in terms of clause 4.24 of the tenancy agreement the Respondent had agreed to make good all damage as a consequence of the breach of her obligations under the tenancy agreement. From the written submissions the Respondent had acted in an anti-social manner.

Findings in Fact

12. The Applicant and Respondent entered into a Short Assured Tenancy on 1 November 2017 in relation to the Property. In terms of this tenancy agreement, the Respondent agreed to pay rent of £595 per month to the Applicant. Further in terms of clause 4.24 the Respondent agreed to make good all damage as a consequence of the breach of her obligations under the tenancy agreement.
13. The Respondent was in rent arrears. She had failed to pay rent of £595 for December 2017 and January and February 2018. The Respondent was in receipt of Housing Benefit. From February 2018 – January 2019 Housing Benefit of £480.63 was paid to the Applicant. The Respondent failed to pay the remaining £114.37. From January 2019 Housing Benefit of £448.85 was paid to the Applicant. The Respondent has failed to pay the remaining £146.15 per month. Arrears were £3617.26 as of 6 August 2019, the date of the application. Arrears were continuing to accrue.

14. The Police raided the Property at some point in September 2019 causing damage to the door of the Property. The Respondent had been acting in an anti-social manner. Orbis had been instructed to carry out a temporary repair to the Property at a cost to the Applicant of £125.09. The Applicant sought £125 of this cost.
15. The Respondent has breached the terms of the tenancy agreement by failing to pay rent and by not meeting the cost of the temporary repair following upon the Police raid.

Reasons for Decision

16. The Applicant provided evidence in the form of the Short Assured Tenancy Agreement that the Respondent had agreed to pay £595 per month in rent and had agreed to make good any damage caused by her breach of the tenancy agreement. She provided very clear written submissions and supporting oral submissions as to how rent arrears had accrued and about the invoice from Orbis following upon a Police raid to the Property when the door had been damaged. The Tribunal was satisfied on the basis of the tenancy agreement, the invoice from Orbis and the supporting submissions by the Applicant that the sum sought of £3117.26 for rent arrears and £125 for the temporary repair to the door by Orbis was due to be paid by the Respondent to the Applicant in terms of the tenancy agreement.

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.

Shirley Evans

Legal Member

18 November 2019

Date