



**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/18/1418**

**Re: Property at 19 Stoneycroft Lane, Arbroath, Angus, DD11 1PZ (“the  
Property”)**

**Parties:**

**Miss Laura Price, 19 Stoneycroft Lane, Arbroath, Angus, DD11 1PZ (“the  
Applicant”)**

**Miss Amanda Goodwin, 76C Marketgate, Arbroath, Angus, DD11 1AT (“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”) determined that the Respondent is in breach of the tenancy agreement with the Applicant and has failed to pay rent. The Tribunal accordingly make an order for payment in the sum of ONE THOUSAND SIX HUNDRED AND SEVENTY TWO POUNDS AND SEVENTY FIVE PENCE (£1672.75) STERLING.

**Background**

1. By application dated 29 May 2018, the landlord/Applicant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for an order for payment of rent arrears relating to a tenancy at 19 Stoneycroft Lane, Arbroath, Angus, DD11 1PZ (“the Property”) against the tenant/Respondent.
2. On 19 June 2018 the Tribunal issued a Notice of Acceptance of the Application under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).

3. On 26 July 2018 the Tribunal enclosed a copy of the application and invited the Respondent to make written representations to the application by 22 August 2018. The Tribunal advised both parties on 29 July 2018 that a Case Management Discussion under Rule 17 of the Regulations would proceed on 29 August 2018. This paperwork was served on the Respondent by James B Booth, Sheriff Officer, Aberdeen on 30 July 2018 and certificate of execution of service was received by the Tribunal administration.
4. The Respondent did not make any written representations by 22 August 2018.

### **Case Management Discussion**

5. The Tribunal proceeded with the Case Management Discussion on 29 August 2018. The Applicant was personally present. The Respondent did not appear and was not represented.
6. The Applicant explained to the Tribunal that the Applicant and the Respondent entered into a Short Assured Tenancy Agreement dated 28 and 29 April 2017 in respect of the Property. In terms of Clause 2.2 of the Short Assured Tenancy Agreement, the Respondent agreed to pay rent of £675 every four weeks to the Applicant. She also agreed to pay a £400 deposit in terms of Clause 3.
7. The Application was made under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Rules of Procedure) Amendment Regulations 2017 ("the Rules") in relation to a private residential tenancy. The Applicant asked the Tribunal to allow the Application to proceed in terms of Rule 70 which deals with Short Assured tenancies. The Tribunal considered that in the circumstances as there were no new issues raised and that essentially the nature of the Application remained the same for the recovery of rent arrears, that the Application be allowed to proceed under Rule 70. The Tribunal did not consider that there was any prejudice to the Respondent in all the circumstances. The amendment was accordingly allowed under Rule 13 and the Application proceeded under Rule 70.
8. The Applicant also explained that the Respondent had originally been entitled to full Housing Benefit but then after a couple of months into the tenancy she was only entitled to partial Housing Benefit. The Respondent did not pay the shortfall. Arrears accrued. The Applicant discovered that the Respondent had abandoned the Property possibly sometime soon after the last payment of rent was made on 28 September 2017.
9. The correspondence lodged with the Application showed that the Applicant had emailed the Respondent after she fell into arrears and after she had abandoned the Property. The Respondent acknowledged in her email response that she was in arrears of rent and undertook to pay the Applicant

back and suggested that the Applicant apply the £400 deposit towards the arrears.

10. The email correspondence between the parties shows that the tenancy terminated on 7 December 2017 by which stage arrears were £2072.75. The application and email correspondence showed how the arrears had accrued. The Applicant explained that the deposit had not been paid into an approved tenancy deposit scheme and that there had been some damage to the Property. However she accepted that the Respondent in her email correspondence disputed that damage.

### **Findings in Fact**

1. The Applicant and the Respondent entered into a Tenancy Agreement dated 28 and 29 April 2017 in relation to the Property at 19 Stoneycroft Lane, Arbroath, Angus, DD11 1PZ.
2. The Respondent agreed to pay rent of £675 every 4 weeks and a deposit of £400. The deposit was paid to the Applicant.
3. The Respondent claimed Housing Benefit which was paid in full for the first 2 months of the tenancy. In or about July 2017 the Respondent started to fall into arrears of rent with shortfalls in the Housing Benefit paid to the Applicant. The Respondent did not make up the shortfalls in rent in July and August 2017.
4. The Respondent abandoned the Property in or around October/November 2017. The tenancy was terminated on 7 December 2017.
5. At the date of termination the arrears were £2072.75.

### **Reason for Decision**

The Tribunal proceeded on the basis of the written documents which were before it and on the basis of the representations made by the Applicant. She invited the Tribunal to grant an Order for payment of arrears for £2072.75.

The Tribunal considered the evidence and the representations and particularly the fact that the Respondent did not dispute the arrears in her emails. However she did dispute that there was any damage to the Property and suggested to the Applicant that the Applicant keep her full deposit of £400 to go towards the arrears. The Tribunal explained to the Applicant that in the current action it had no jurisdiction to determine whether or not there was damage at the Property and accordingly determined that an Order be granted but under deduction of the £400 which the Applicant could apply towards the arrears.

### **Decision**

An Order for payment of ONE THOUSAND SIX HUNDRED AND SEVENTY TWO POUNDS AND SEVENTY FIVE PENCE (£1672.75) is granted.

## 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

\_\_\_\_\_ 29 August 2018.  
Date