



**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/19/1596

**Re: Property at 23 St Catherines Road, Perth, Scotland, PH1 5SA (“the
Property”)**

Parties:

**Mr Amer Choudrey, 2 Hazel Avenue, Clayton-Le-Moors, Lancashire, BB5 5NN
 (“the Applicant”)**

**Ms Maureen Ali, Whitehouse Farm Cottage, 5 Tealing, Dundee, DD4 0QB (“the
Respondent”)**

Tribunal Members:

Helen Forbes (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment should be granted in favour of
the Applicant in the sum of £1148.37.**

Background

This is an application in terms of Rule 111 of the First-tier Tribunal for Scotland
Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the
Rules”). By application lodged in the period between 24th May and 17th June 2019,
the Applicant sought an order for payment in the sum of £800.

An application to amend the sum sued for to £1508.39 was made by the Applicant by
email dated 20th August 2019. This sum was comprised of £1164.39 in rent arrears,
£200 for cleaning and removal of abandoned items, and £144 for replacement of a
broken door. The claim arose out of a tenancy agreement between the Applicant and
Mr Thomas Ellison in respect of the Property. The tenancy commenced on 15th
August 2018 and ended on 5th August 2019. The rent was £400 per month. The
Respondent signed the tenancy agreement as a guarantor.

A Case Management Discussion took place on 21st August 2019. Neither party was in attendance. The Applicant was represented by Mrs Bernadette O'Connor of Simple Approach Letting Agents. The Respondent was represented by Mr Thomas Ellison. Parties were agreed on the terms of the tenancy agreement, and that the Respondent was the guarantor. The Case Management Discussion was continued to allow a copy of the updated rent statement of 7th August 2019 and final statement of 19th August 2019 to be provided to the Respondent's representative and to allow the Applicant to lodge invoices in respect of the cleaning and repair matter that he had raised.

The updated rent statements were provided to the Respondent's representative by the Tribunal administration by letter dated 23rd August 2019.

On 9th September 2019, the Applicant lodged a final statement of rent in the sum of £1164.39, and invoices pertaining to the cleaning and repair matters previously raised, namely an invoice for £200 for cleaning and removal of items and an invoice and receipts amounting to £183.98 in respect of the replacement door. The total sum outstanding was £1548.37

On 10th October 2019, the Applicant lodged a final statement in the sum of £1148.37.

The Case Management Discussion

A Case Management Discussion ("CMD") took place at Inveralmond Business Centre, Auld Bond Road, Perth on 14th October 2019. The Applicant was in attendance accompanied by Mrs O'Connor. The Respondent was not in attendance, nor was her representative. A Recorded Delivery letter sent by the Tribunal administration dated 9th September 2019, informing the Respondent's representative of the date, time and place of the CMD, had been received and signed for. The Tribunal proceeded in terms of Rule 29 as intimation of the CMD had been made upon the Respondent's representative.

The Applicant moved that the order be granted. He had provided the updated rent statement and invoices to both the Respondent and the Respondent's representative by mail and email. A Recorded Delivery letter to the Respondent had been returned as 'not called for' but he had no reason to believe that she had not received the emails. There was no reason to believe the Respondent's representative had not received the mail and emails. There had been no contact between the parties since the last CMD. The outstanding rent had been reduced by the sum of £400 as the local authority had refunded this sum to the Applicant.

Findings in Fact

1. In terms of the tenancy agreement between the parties, the tenant agreed to make payment of the sum of £400 per month in rent.
2. In terms of the said tenancy agreement, the tenant agreed to take reasonable care of the property and accepted liability for repairs where the fault for them was attributable to his fault or negligence.

3. In terms of the said tenancy agreement, the Respondent guaranteed all payments of rent and any other obligations due under the tenancy agreement and confirmed joint and several liability for all costs payable.
4. Rent lawfully due by the tenant to the Applicant was not paid.
5. The Property required to be cleaned, and abandoned items required to be removed at the end of the tenancy.
6. A door at the Property required to be replaced at the end of the tenancy, .
7. The Applicant is entitled to recover the unpaid rent and the costs of cleaning, removal and repair from the Respondent.

Reasons for Decision

The Respondent failed to make payment in respect of rent lawfully due to the Applicant. Work required to the Property at the end of the tenancy incurred costs for the Applicant. The Applicant is entitled, in terms of the tenancy agreement, to recover these sums from the Respondent.

Decision

The Tribunal granted an order for payment in the sum of £1148.37.

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.

Helen Forbes

Legal Member/Chair

14th October 2019

Date