



**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/19/3705

**Re: Property at 9 Greenacres Place, Bonnybridge, Falkirk, FK4 2BJ (“the
Property”)**

Parties:

**Mr Ian Watson, 33 Medrox Gardens, Cumbernauld, Glasgow, G67 4AJ (“the
Applicant”)**

**Miss Stacey Anne Congalton, 39 Darley Road, Cumbernauld, G68 0JR (“the
Respondent”)**

Tribunal Members:

Mark Thorley (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment of the sum of £1750 be granted.**

Background

**By application dated 15 November 2019t the applicant applied to the First Tier
Tribunal under Rule 70. The application was accompanied by the following
documents:**

- (a) Short Assured Tenancy Agreement dated 29 July 2016;**
- (b) Rent statement.**

**The application was accepted by the Tribunal on 18 December 2019 and a case
management hearing was assigned for 23 January 2020.**

**At that case management discussion both parties were represented and the
case management discussion was continued to allow parties to establish the
position regarding the respondent’s deposit and for parties representatives to**

have discussions to see whether agreement could be reached in respect of figures.

Case Management Discussion

The case management discussion was conducted by tele-conference call on 9 July 2020. The applicant was represented by Ms Louise Cameron and the respondent by Mr Antonio Cacacce.

Mr Cacacce confirmed that he had not been able to obtain instructions from his client. Following upon the last case management discussion he had sought instructions from his client. He had written to his client on 10 June setting out the date of the continued case management discussion hearing but had heard nothing back from his client. He was accordingly without instructions.

Thereafter Ms Cameron moved that the order for payment be granted subject to a deduction of the sum of £100 which was a figure acknowledged of improvement to the property by way of decoration. She acknowledged the respondent's deposit had been paid to the applicant to cover other damage sustained to the property.

Findings in Fact

- 1. The Tenancy Agreement between the parties was constituted by a Short Assured Tenancy Agreement dated 29 July 2016.**
- 2. In terms of Clause 4.1 of the said Tenancy Agreement the rent was due to be paid at the sum of £650 per calendar month payable monthly and in advance but the rent was to be discounted to the sum of £600 per month until August 2018 on agreement the tenant decorates the property to an agreed standard and that the bottom section of the rear lawn is installed with artificial grass as per the tenant's proposals.**
- 3. The respondent failed to pay rent in February 2019 amounting to the sum of £650.**
- 4. The tenant failed to meet the condition contained within Clause 4.1 in respect that no artificial grass was installed in the rear lawn. Accordingly the sum of £1,200 by way of rent reduction is due to be recovered by the applicant.**
- 5. The sum of £100 is to be deducted from the overall sums due in respect of improvement by way of decoration.**
- 6. The sum due by the respondent to the applicant is £1,750.**

Reasons for Decision

Both parties were represented on the tele-conference call. However the solicitor representing the respondent accepted that he had not had any instructions from the respondent since the last case management discussion. This is despite attempts to communicate with her by telephone and via letter. In the circumstances therefore he was without instruction.

The applicant's representative moved for the order to be granted subject to deduction of the sum of £100 which was reflected in some improvements to the property. The paperwork was available and in order.

There was a rent statement. The issue of the deposit was clarified namely that it had been repaid to the applicant on the basis of damage to the property.

On the basis that the paperwork was in order, that the applicant's representative spoke to the documentation and that the respondent had failed to provide her solicitor with any instruction, the order was granted subject to reduction of the sum of £100 leaving the amount outstanding at £1,750.

Decision

To make an order for payment by the respondent to the applicant of the sum of £1,750.

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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period of receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.

M Thorley

Legal Member

Date 09 July 2020