



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

**Chamber Ref: FTS/HPC/CV/20/1893**

**Re: Property at 8 Bloomfield Crescent, Arbroath, DD11 3LD (“the Property”)**

**Parties:**

**Mr Chris Ettershank, 39 Dens Road, Arbroath, DD1 1RU (“the Applicant”)**

**Miss Jordan Urquhart, 47 Benedict Road, Arbroath, DD11 5EY (“the  
Respondent”)**

**Tribunal Members:**

**Josephine Bonnar (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that a payment order for the sum of £824.79 should be  
granted against the Respondent in favour of the Applicant.**

**Background**

- 1.** By application dated 8 September 2020 the Applicant seeks a payment order in relation to arrears of rent and work carried out at the property. The Applicant lodged documents in support of the application including a tenancy agreement, invoices, photographs, a photo schedule of the property, rent statement and copies of text messages with the Respondent.
- 2.** A copy of the application and supporting documents were served on the Respondent by Sheriff Officer on 9 November 2020. Both parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 10 December 2020 at 10am and that they were required to participate.

3. The case called for a CMD on 10 December 2020 at 10am The Applicant participated. The Respondent did not participate.
4. The Legal Member noted that the Applicant was seeking a payment order for £2169.79, made up of rent arrears of £824.79 and upgrade works to the property of £1345 carried out during the tenancy. The application states that the Respondent had agreed to pay for this work as it was undertaken at her request. Some payments were made toward it, but the sum of £1345 was outstanding. The upgrade works comprised £410 for carpets, £715 for painting and £820 for new fitted wardrobes. An invoice was lodged for the wardrobes. No invoices were provided for the other items. The Legal Member asked the Applicant to clarify the legal basis for this part of the application as it appeared that the upgrade works were to the property owned by him, and not in relation to moveable items which the Respondent took with her. The only evidence in support of the issue of liability appeared to be some text messages relating to payments by the Respondent. No written agreement was produced and there is no reference to the work in the tenancy agreement. The Applicant said that he would consider the position further and endeavour to provide additional evidence to support this claim. He would also submit the two invoices which had not yet been lodged. The Legal member determined that the application should be continued to a further CMD for the production of the additional evidence. The Applicant was directed to lodge evidence that the Respondent was liable for the upgrade work and invoices for the carpets and paintwork.
5. The parties were notified that a further CMD would take place by telephone conference call on 11 February 2021 at 10am. The CMD took place on this date. The Applicant participated. The Respondent did not participate.

### **Case Management Discussion**

6. Mr Ettershank advised the Legal Member that he has had no contact with the Respondent since the last CMD. There have been no payments to the rent arrears and the balance of £824.79, shown on the rent statement, is still outstanding. The Respondent did not pay a tenancy deposit. He further advised that the Respondent was evicted at the beginning of October 2019 and the property recovered at that time. The arrears incurred relate to the period from December 2018 to September 2019. He advised the Legal Member that he seeks a payment order for the sum of £824.79.
7. The Legal Member proceeded to discuss the second part of the claim. It was noted that the Applicant had been directed to submit additional evidence but had failed to do so. The only evidence previously submitted were a series of text messages. These did not appear to establish that the parties had entered into an agreement whereby the Respondent agreed to pay for new carpets, fitted wardrobes and painting work. Following discussion, Mr Ettershank indicated that he did not know if he would be able to supply additional evidence. He advised the Legal Member that he wished to withdraw this part of his application and that he only sought an order in relation to the arrears of rent.

## **Findings in Fact**

8. The Applicant is the owner and former landlord of the property.
9. The Respondent was the tenant of the property in terms of a short assured tenancy. The tenancy commenced on 1 November 2017 and terminated on 2 October 2019.
10. The Respondent was due to pay rent at the rate of £550 per month.
11. The Respondent incurred arrears of rent of £824.79.
12. The Respondent owes the sum of £824.79 in unpaid rent to the Applicant.

## **Reasons for Decision**

13. The Legal Member considered the application, the supporting documentation and the information provided by the Applicant at both CMDs. The Legal Member is satisfied that the Respondent has incurred arrears of rent of £824.79. No payments have been made to these arrears and no proposals for repayment have been offered. The Legal Member is satisfied that the Applicant is entitled to an order for payment for the sum of £824.70.
14. The Legal Member notes that the Applicant no longer seeks a payment order in relation to the second part of the application.

## **Decision**

15. The Legal Member determines that a payment order should be granted against the Respondent for the sum of £824.79.

## **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.**

**Josephine Bonnar**

**Josephine Bonnar, Legal Member**

**11 February 2021**