



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber)**

**Chamber Ref: FTS/HPC/CV/22/0422**

**Re: Property at 86 Rosebank Terrace, Bargeddie, G69 7SG (“the Property”)**

**Parties:**

**Umali Limited, 77 Victoria Street, Larkhall, ML9 2BL (“the Applicant”)**

**Mr Chris Harkins, Mr Peter Harkins, Address unknown, Address unknown;  
Address Unknown, Address Unknown (“the Respondents”)**

**Tribunal Members:**

**Virgil Crawford (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that**

**BACKGROUND**

1. The Applicant raised proceedings before the Tribunal seeking a payment order against Mr Chris Harkins, former tenant of the Property, and Mr Peter Harkins, a person who was named as a guarantor within the lease;
2. A case management discussion was held by teleconference on 12<sup>th</sup> September 2022. The Applicant was represented by two of its directors, Mr Graeme Murray and Mr Rok Lasan. There was no appearance by either of the Respondents. The Applicant had taken steps to locate the Respondents without success. The Tribunal had advertised the proceedings on the Tribunal website;
3. Despite the absence of the Respondents, the Tribunal continued the case management discussion as it wished further information in relation to, firstly, the guarantee contained within the Lease, as the Second Respondent, Peter Harkins, had not signed the document in the correct place, and also

wished further information in relation to the amount being claimed as the cost of work required at the property following the termination of the tenancy;

4. A further case management discussion was assigned for 14<sup>th</sup> November 2022. Again, the Applicant was represented by its two directors. The Respondents did not participate. At that stage, however, the Applicant had lodged email correspondence with the Tribunal which confirmed that they had been in recent contact with Mr Peter Harkins, although the correspondence related to a separate matter. On the basis, however, that there had been recent contact between the Parties, the Tribunal continued the proceedings again to enable intimation again to be attempted upon Mr Peter Harkins in particular. A further case management discussion was assigned for 10<sup>th</sup> February 2022;
5. The Tribunal advertised the date and time of the case management discussion on the Tribunal website. Neither Respondent participated in the case management discussion;

### **THE CASE MANAGEMENT DISCUSSION**

6. At the case management discussion on 10<sup>th</sup> February 2023 the Applicant was again represented by its two Directors, Mr Graeme Murray and Mr Rok Lasan. As stated, the Respondents did not participate in the case management discussion. The Tribunal was previously unable to serve the proceedings upon the Respondent by Sheriff Officers. The Tribunal subsequently advertised the proceedings on the Tribunal website. The Tribunal was in receipt of a Certificate of Advertisement confirming that the Respondent had been given lawful notice of the proceedings. In the circumstances the Tribunal was satisfied, in terms of Rule 24 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 that the Respondent had received intimation of the date and time of the Case Management Discussion and considered that it was appropriate to proceed with the Case Management Discussion in the absence of the Respondent in accordance with Rule 29 of said Rules;
7. On the basis the Respondents did not participate in the proceedings, and therefor did not present any submissions nor arguments opposing the application, and in particular opposing any suggestion that Mr Peter Harkins was a guarantor, the Tribunal was content to proceed to make a payment order in relation to the damages claimed;
8. The Tribunal, however, sought further clarification as to the exact repairs being claimed for as it required to ensure that it was not making a payment order for work for which the Respondents were not liable;
9. The Applicants had submitted documentation covering numerous matters they had attended to following the termination of the tenancy. They agreed that some of it was not the responsibility of the Respondents. They advised that they were seeking a payment Order in relation to two invoices as follows:-
  - Hugh Murray All Trades Invoice dated 16<sup>th</sup> January 2022 - £2,050.00

- GMR Contracts invoice dated 5<sup>th</sup> May 2021, but excluding a cost included for supplying and fitting heat and smoke alarms in the Property. The Applicants accepted the installation of those items was their responsibility. Upon deduction of the cost of that (£995 + VAT) the amount due in relation to that invoice is £9,546.00.

In the circumstances, the Applicants sought a payment order in the sum of £11,596.00;

## **FINDINGS IN FACT**

10. The Tribunal found the following facts to be established:-

- a. By Lease dated 20<sup>th</sup> October 2020 the Applicant Let the property to Chris Harkins, the First Respondent;
- b. The Respondent, Peter Harkins, is a guarantor in terms of the lease;
- c. The First Respondent vacated the premises on or around 15<sup>th</sup> December 2022;
- d. Following termination of the tenancy significant work was required to the Property as a result of the condition of the Property due to fault on the part of the First Respondent;
- e. The value of the works reasonably undertaken by the Applicant to decorate and prepare the property is £11,946.00;

## **DECISION**

The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondents for payment of the undernoted sum to the Applicant:

Sum of ELEVEN THOUSAND FIVE HUNDRED AND NINETY SIX POUNDS  
(£11,596.00) STERLING

## **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.**

V. Crawford

**10 February 2023**

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**Legal Member/Chair**

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**Date**

