



**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/21/0755**

**Re: Property at 0/1 127 Shuna Street, Glasgow, G20 9QP (“the Property”)**

**Parties:**

**Queens Cross Factoring Limited, 45 Firhill Road, Glasgow, G20 7BE (“the Applicant”)**

**Miss Ainsley Maxwell, Mr Joseph Cairns, UNKNOWN, UNKNOWN (“the Respondents”)**

**Tribunal Members:**

**Ms H Forbes (Legal Member)**

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

**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 and against the Respondents in the sum of £3064.02.**

**Background**

1. This is an application dated 24<sup>th</sup> March 2021, made in terms of Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”). The Applicant’s representative lodged a copy of a short assured tenancy agreement in respect of the Property, a rent statement, invoice, breakdown of works statement, and copy letters to the Respondents.
2. Attempts at service of the application and notification of a Case Management Discussion by Sheriff Officers upon the Respondents on 7<sup>th</sup> May 2021 were unsuccessful, and service upon the Respondents by advertisement was carried out on the Housing and Property Chamber website in terms of Rule 6A from 7<sup>th</sup> May to 10<sup>th</sup> June 2021.

## **Case Management Discussion**

3. A Case Management Discussion (“CMD”) took place by telephone conference on 10<sup>th</sup> June 2021. The Applicant was not in attendance and was represented by Ms Kirsty Morrison, Solicitor. The Respondents were not in attendance.
4. The Tribunal considered the terms of Rule 29 of the Rules. The Tribunal determined that the Respondents had been given reasonable notice of the time and date of the CMD and that the requirements of Rule 17(2) had been satisfied and it was appropriate to proceed with the application in the absence of the Respondents.
5. Ms Morrison said the parties entered into a short assured tenancy that commenced on 7<sup>th</sup> September 2016. In terms of clause 3 of the tenancy agreement, the Respondents undertook to pay rent and service charges each month of £547.89. They vacated the Property on 19<sup>th</sup> September 2018, leaving rent and service charge arrears of £928.49. In terms of clause 8 of the tenancy agreement, the Respondents undertook to keep the interior of the Property in good and clean condition and in proper decorative order, and to repair or replace damaged items. In terms of clause 15, the Respondents undertook to return the Property to the condition it was in on the date of entry. Repairs required to be carried out to the Property to reinstate it to its original condition, amounting to £2683.42, as set out in the breakdown of works. A deposit was paid by the Respondents in the sum of £547.89 and this was offset against sums due.
6. Ms Morrison moved the Tribunal to grant an order for payment in the sum of £3064.02.

## **Findings in Fact**

7.
  - (i) Parties entered into a short assured tenancy agreement in respect of the Property commencing on 7<sup>th</sup> September 2016 with a monthly rent of £547.89. The tenancy ended on 19<sup>th</sup> September 2018.
  - (ii) Rent lawfully due in terms of the tenancy agreement between the parties has not been paid by the Respondents.
  - (iii) Service charges lawfully due in terms of the tenancy agreement between the parties has not been paid by the Respondents.
  - (iv) The Applicant is entitled to recover rent and service charges lawfully due.
  - (v) The Respondents have breached the terms of the tenancy agreement by failing to keep the interior of the Property in good and clean condition and in proper decorative order.

- (vi) The Respondents have breached the terms of the tenancy agreement by failing to repair or replace damaged items.
- (vii) The Respondents have breached the terms of the tenancy agreement by failing to return the Property to the condition it was in on the date of entry.
- (viii) The Applicant is entitled to recompense for works carried out to restore the Property to the condition it was in on the date of entry.

### **Reasons for Decision**

- 8. The Respondents have failed to make payment of rent and service charges lawfully due. The Respondents have failed to observe the terms of the tenancy agreement in respect of the condition of the Property, resulting in necessary repairs. The Applicant are entitled to recover all outstanding sums in terms of the tenancy agreement between the parties.

### **Decision**

- 9. An order for payment is granted in favour of the Applicant and against the Respondents in the sum of £3064.02.

### **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

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**Legal Member/Chair**

**10<sup>th</sup> June 2021**  
**Date**