



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/21/0900

Re: Property at 35 Brownhill Avenue, Douglas, Lanark, ML11 0PF (“the Property”)

Parties:

Miss Eva Morrison, C/O 58 Hopetoun Street, Bathgate, West Lothian, EH48 4NH (“the Applicant”)

Miss Kirsty Reilly, 12 Cleghorn Lea, Lanark, ML11 7NX (“the Respondent ”)

Tribunal Members:

Lesley-Anne Mulholland (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant a Payment Order in the sum of £3,427.80

BACKGROUND

1. On 13 April 2021 an application was made for a Payment Order in terms of Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (Application for civil proceedings in relation to a Private Residential Tenancy). I am satisfied that Section 71 of the Private Housing Tenancies Scotland Act 2016 provides jurisdiction to deal with this matter.
2. The Applicant is the proprietor and landlady of 35 Brownhill Avenue, Douglas, Lanark, ML11 0PF (‘the property’). The Respondent is the tenant.

3. The application for a Payment Order represented rent arrears of £3,900, £129 to replace damaged flooring and £91.08 to replace damaged window blinds.
4. I have considered the application, alongwith all accompanying papers, including the tenancy agreement, schedule of rent payments and arrears, check out report, photographs of damaged goods and receipts for replacement items.
5. A Case Management Discussion (CMD) took place remotely by teleconference today. The Applicant attended the discussion. The Respondent did not. I considered the Certificate of Service and enclosures served by Sheriff Officers. I am satisfied that the Respondent has been properly notified of the application and of today's CMD. The Respondent has failed to engage with the application in any way. I decided to proceed in her absence as it was fair and just to do so. I was satisfied that I could decide the application at the Case Management Discussion as Rule 17(4) permits.
6. There were no apparent difficulties with sound or connectivity issues. I am grateful to those present which allowed the Case Management Discussion to proceed remotely during the current pandemic. I am satisfied those taking part in the discussion had a reasonable opportunity to put their points across and that the Case Management Discussion was fair. No complaint about a lack of effective participation caused by the remote hearing was brought to my attention.
7. On 4 November 2019 the Parties entered into a Tenancy Agreement to rent the property from 22 November 2019 for the sum of £500 per calendar month.
8. The Respondent has accrued rent arrears from the start of the tenancy in the sum of £3,900 as per schedule attached to the application.
9. The Respondent is in breach of the terms of the agreement by failing to pay rent when due. The Respondent has had rent arrears throughout the tenancy. Based on the contractual obligations on the part of the tenant contained within the tenancy agreement, the rent statement provided, and in the absence of any evidence the tenant has paid the outstanding arrears, I am satisfied that the Applicant's claim is justified.
10. The Applicant made an application to Dispute Service Adjudication claiming £3,900 in respect of outstanding rent until 21 November 2020 when the tenancy came to an end. Dispute Service Adjudication decided to award the Applicant £692.28. Accordingly, having recovered £692.28 from the rent arrears of £3,900, the sum now outstanding in rent amounts to £3,207.72.

11. The Applicant claims that the Respondent wilfully damaged property representing damage to flooring, the replacement cost of which is £129 and damage to a window blind, the cost to replace being £91.08. The Applicant provided photographs and a checkout report which clearly shows the damage to property. Invoices have been provided for the replacement or repair of these items. In the absence of the Respondent providing any information to the contrary, I am satisfied that the Applicant is entitled to recover £220.08 in respect of damaged property.
12. The Respondent has delayed excessively in trying to resolve this matter in any satisfactory way. As at the date of the CMD, the Respondent has failed to put forward any proposal to meet the sums due.
13. Having considered all the papers before me, along with the submissions by the Applicant, I have decided to grant a Payment Order in the sum of £3,427.80.

Decision

The Respondent has to pay the Applicant the sum of £3,427.80 within 14

er.



16 August 2021

Legal Member

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.

Legal Member

16 August 2021
Date