



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing Tenancies (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/22/4496**

**Re: Property at 171 Tweedsmuir Road, Glasgow, G52 2ED (“the Property”)**

**Parties:**

**Gauld Properties Ltd, 22 Milnpark Street, Glasgow, G41 1BB (“the Applicant”)**

**Ms Kirnjit Singh, Flat 9/6, 190 Kestrel Road, Glasgow, G13 3PH (“the Respondent”)**

**Tribunal Members:**

**Ruth O’Hare (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order in the sum of Two thousand three hundred and eleven pounds and seven pence (£2311.07).**

**Background**

1 By application to the Tribunal the Applicant sought an order for payment of against the Respondent in respect of outstanding rent arrears and damages. In support of the application the Applicant provided the following documentation:-

- (i) Short Assured Tenancy Agreement between the parties dated 24 January 2014;
- (ii) Rent Statement; and
- (iii) Copy invoice from Howdens.

2 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. A Case Management Discussion was therefore assigned for 5 May 2023. A copy of the application paperwork together with

notification of the date and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers.

### **Case Management Discussion**

- 3 The Case Management Discussion took place on 5 May 2023 by teleconference. The Applicant was represented by Sharon Stewart. The Respondent was not in attendance. The Tribunal noted that she had been served with the application paperwork which included notification of the date and time of the Case Management Discussion together with instructions for joining the teleconference and therefore determined to proceed in her absence.
- 4 Ms Stewart advised that the Applicant sought an order in the sum of £2311.07. The Applicant's agent had tried to engage with tenant and her case worker to reach an agreement on the rent arrears. The Respondent didn't want to engage. She had told the Applicant that she might be leaving the property and her housing benefit had stopped. It had previously been paid directly to the Applicant. The Respondent was living somewhere else by that time. The Respondent didn't give notice that she was leaving, albeit the Applicant had offered to waive notice period if she got in touch. With regard to the damage claim, most of the doors in the property had to be replaced as some had been kicked in and some were covered in felt tip pen and nail varnish. These issues had been discussed with the Respondent at property inspections and she had been made aware that she would require to remedy the damage, or she would be charged for the costs incurred by the Applicant. However she had failed to do so.

### **Findings in Fact and Law**

- 5 The parties entered into a Short Assured Tenancy agreement dated 24 January 2014.
- 6 In terms of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £530 per calendar month.
- 7 The tenancy between the parties terminated on 24 August 2022.
- 8 As at the date of termination arrears in the sum of £2192.82 were outstanding.
- 9 The Applicant incurred costs amounting to £649.25 in addressing damage to the internal doors at the termination of the tenancy through the replacement of said doors. The damage went beyond fair wear and tear.

- 10 The Respondent liable for the costs incurred by the Applicant under the terms of the said Tenancy Agreement.
- 11 The Applicant has received the Respondent's tenancy deposit in the sum of £530.
- 12 The Respondent is therefore liable to pay the sum of £2311.07 to the Applicant.

### **Reasons for Decision**

- 13 The Tribunal was satisfied at the Case Management Discussion that it had sufficient information upon which to make a decision and that to do so would not be prejudicial to the interests of the parties. There were no facts in dispute that would require a hearing to be fixed.
- 14 Based on its findings in fact the Tribunal accepted that the Respondent was liable to pay the sum of £2311.07 to the Applicant in accordance with her contractual obligations under the tenancy agreement and the vouching provided by the Applicant. There was nothing before the Tribunal to conflict the position put forward by the Applicant. The Tribunal therefore determined to make a payment order in those terms.

### **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.**

R. O'Hare

**5 May 2023**

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**Legal Member/Chair**

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**Date**