



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for  
Scotland Housing and Property Chamber Rules of Procedure 2017**

**Chamber Ref: FTS/HPC/CV/19/2277**

**Re: Property at 6/17 Portland Gardens, Edinburgh, EH6 6NJ (“the Property”)**

**Parties:**

**JLRM Properties Limited, 3 Gamekeepers Park, Barnton, Edinburgh, EH4 6PA  
 (“the Applicant”)**

**Ms Louise Hanscombe, 6/17 Portland Gardens, Edinburgh, EH6 6NJ (“the  
 Respondent”)**

**Tribunal Members:**

**Fiona Watson (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
 Tribunal”) determined that an order is granted against the Respondent for  
 payment of the undernoted sum to the Applicant(s):**

**Sum of SIX THOUSAND, TWO HUNDRED AND FIFTY POUNDS (£6,250)  
 STERLING**

- Background
- 1. An application dated 18 July 2019 was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to rent arrears accrued under a private residential tenancy agreement.

- The Case Management Discussion

2. A Case Management Discussion (“CMD”) took place on 1 October 2019. Mr Hackett of JLRM Properties Limited was present, and represented by Miss Rashid of TC Young Solicitors. There was no appearance by or on behalf of the Respondent. The application had been intimated on the Respondent at the Property by Sheriff Officer on 22 August 2019. The Tribunal was accordingly satisfied that the Respondent had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondent’s absence.
3. A separate application by the Applicant seeking a repossession order against the Respondent under Rule 109 of the Rules and under case reference FTS/HPC/CV/19/2276 was heard at the same time.
4. The Applicant’s representative moved for the order for payment to be granted in the sum of £6,250. The original application sought payment in the sum of £3,750. The Applicant thereafter sought to increase the sum to £6,250 in terms of Rule 14A of the Rules, by email dated 27 August 2019. The parties had entered into a Private Residential Tenancy Agreement which commenced 4 March 2019. The Respondent had failed to make payment of rent and at the time of the CMD the arrears stood at £6,250. The Tribunal had sight of a rent statement showing the arrears balance of £6,250 due at the date of the CMD.
5. The Respondent had submitted written representations which stated that there had been repairing issues in the property, namely an oven which had not worked properly, faulty radiators and loose tiles on the bathroom floor. She submitted that she had withheld rent on that basis. The Applicant submitted that they had tried to effect repairs in the property but had been refused access. They had purchased a new cooker which they had been unable to install because of access being refused. Workmen had attended at the property and been threatened with physical violence by someone staying in the property. They could not send any further workmen to the property given the threats being made towards them. The Applicant confirmed that they had never been notified that rent was being withheld. They were unaware of any application having been made to the Tribunal by the Respondent to seek a Repairing Standard Enforcement Order.

- Findings in Fact

6. The Tribunal made the following findings in fact:
  - (i) The parties entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 4 March 2019;
  - (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £1,250 to the Applicant;
  - (iii) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £6,250.

- Reasons for Decision

7. The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent was obliged to make payment of rent in the sum of £1,250 per month under Clause 8 of the Agreement and had failed to do so. She had accrued arrears amounting to £6,250 and which fell lawfully due to be repaid to the Applicant. The Tribunal was not satisfied that the written representations submitted by the Respondent set out a stateable defence to the Application. No documentation was lodged to support the Respondent's contention that she had been withholding rent. No proof that notification had been made to the Landlord of this, nor evidence that the rent was being held in a separate account pending determination by the Tribunal. Further it did not appear that the Respondent had made any attempt to refer matters to the Tribunal herself in relation the Property allegedly breaching the Repairing Standard under the Housing (Scotland) Act 2006. The Respondent failed to attend at the CMD to provide clarification on her position. On the basis of the representations made, the Tribunal was not satisfied that there was any basis for claiming that rent was not lawfully due.
8. Accordingly, the Tribunal was satisfied that the Applicant was entitled to the Order for Payment as sought.

- Decision

9. The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant(s):

Sum of SIX THOUSAND, TWO HUNDRED AND FIFTY POUNDS (£6,250)  
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.

F Watson

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1/10/19

**Legal Member/Chair**

**Date**