

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**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 and section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/19/0420**

**Re: Property at 32 Campbell Street, Flat 3/2, Dundee, DD3 6BU (“the Property”)**

**Parties:**

**Miss Jennifer Henderson, 47 Panmure Street, Monifieth, DD5 4EG (“the Applicant”)**

**Miss Caroline Lamb, 561A South Road, Dundee, DD2 4QB (“the Respondent”)**

**Tribunal Members:**

**Valerie Bremner (Legal Member)**

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

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

**Background**

This is an Application for a payment order in respect of unpaid rent said to be due and other costs said to have been incurred by the Applicant as a result of the tenancy of the Respondent at the property.

The Applicant attended the Case Management Discussion (CMD) on 10<sup>th</sup> May along with a supporter Emma Thomas.

The Respondent was not present at the CMD. The initial case management discussion was set for 9 April 2019 and this date had been intimated by Sheriff Officers to the Respondent along with the Application and supporting paperwork. This case management discussion was postponed and the date of the CMD on 10<sup>th</sup> May was intimated to the Respondent by post using the "signed for" postal service. The Applicant requested that the Tribunal proceed in the absence of the Respondent and the Tribunal agreed to this in terms of Rule 29 of the Tribunal Procedure Rules.

The Tribunal had sight of an application, two tenancy agreements, letters, an estimate for repair to a couch, a schedule of rent paid, an inventory, letters to the Respondent and an invoice and letters from Innovinc Consulting. The applicant attended the CMD with a pen drive but the Tribunal was unable to consider any photographs on this pen drive. These were said to relate to the condition of the property after the tenancy finished but the Applicant was prepared to go ahead without the use of the pen drive as she was not making any payment claim in respect of the condition of the property other than for damage to a couch.

The Respondent had entered into a tenancy agreement with the Applicant on 1 July 2017 to rent the property for £375 per month. A new lease was signed on 1st July 2018 and the rent was increased to £ 500 per month. The rent payment schedule was said to cover unpaid rent which related to both the initial tenancy agreement from July 2017 and the second agreement signed in July 2018. The Respondent vacated the property on 14<sup>th</sup> October 2018.

The Applicant advised that at no time during the tenancy of the Respondent did she ever advise that her late payment or arrears of rent were due to delays in receiving Housing benefit or Universal Credit. She understood that the Respondent had simply lost her job during the tenancy. She advised the Tribunal that no deposit had been paid by the Applicant.

The Applicant advised that she had tried to come to an arrangement with the Respondent regarding payment of arrears but this had not been successful.

The Applicant had requested interest on the late payment of the rent as set out in clause 8 of the agreement signed in July 2018 but was not able to advise the Tribunal of the amount of interest being sought and withdrew the claim for interest during the CMD.

The Applicant was seeking repair costs for a couch which was in the property which was said to have been damaged having been scratched all over by a cat which was living at the property during the Respondent's tenancy. This couch was a gift to the Applicant from her parents and was she said of high quality and she wished to have it repaired. In the letters lodged by the Applicant it was clear that she had entered into a verbal agreement with the Respondent to accept £1000 for the damage to the couch, much less than the repair estimate of £1800. The couch had not been repaired and was in storage. It was clear that the Applicant had not as yet incurred any cost in respect of damage said to have been caused to the couch.

The Tribunal raised the issue of the fact that there were potentially different amounts claimed for the damage to the couch and that no costs had actually been incurred. The Applicant was given time to consider her position on this matter and decided to withdraw the claim as far as the repair cost of the couch.

The Applicant was seeking the costs of her use of a consulting firm to recover the unpaid rent from the Respondent and an invoice had been lodged in the sum of £619 for this cost which the Applicant had paid. One hundred and two pounds of this related to "court fees" which were for raising a simple procedure claim in error and it was explained to the Applicant that although the tenancy agreement dated 1 July 2018 did have a clause relating to recovery of reasonable costs in pursuing unpaid rent that it would not cover actions taken by agents acting in error on her behalf.

The same invoice referred to the preparation and submission of court documents and it was not clear whether this included a sum for the small claim. The Applicant was advised that this would require to be clarified for the Tribunal.

The Applicant was asked if she wished to have the matter continued to consider her position on the the costs of the consultant. After taking time to consider this she withdrew the claim for the Consultant costs which left the Tribunal with only the rent issue to consider.

## **Findings in Fact**

The Applicant and Respondent entered into successive tenancy agreements for the property starting in July 2017. Initially the rent was £375 but from July 2018 this was increased under the terms of the new tenancy agreement to £500 per month.

The Respondent fell behind with the rent and accrued arrears as per the rent statement in the sum of £1516.19

Despite attempts by the Applicant to agree a payment schedule the arrears were not recovered.

## **Reasons for Decision**

The Tribunal finds that the sum of £1516.19 is lawfully due by the Respondent to the Applicant in respect of unpaid rent for the property.

## **Decision**

The Tribunal made payment order against the Respondent in favour of the Applicant in the sum of £1516.19

## **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.Bremner

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**Legal Member/Chair**

10 May 2019  
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**Date**