

**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 30 of the Housing (Scotland) Act 1988**

**Chamber Ref: FTS/HPC/PR/19/2519**

**Re: Property at 4 Rochsoles Crescent, Airdrie, ML6 6TE (“the Property”)**

**Parties:**

**Miss Jillian Binnie, 3 Woodburn Ave, Cairnhill, Airdrie, ML6 9ED (“the Applicant”)**

**Mr Scott Bruce, 11 Golfhill Quadrant, Airdrie, ML6 6SU (“the Respondent”)**

**Tribunal Members:**

**George Clark (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be refused.**

**Background**

By application, received by the Tribunal on 13 August 2019, the Applicant sought compensation in respect of failure on the part of the Respondent to comply with the requirement of Section 30 of the Housing (Scotland) Act 1988 (“the 1988 Act”) to provide her with a written tenancy agreement, stating the terms of the tenancy.

The application was accompanied by a copy of a document headed “Tenancy Agreement”.

The Applicant stated that the Respondent had reneged on agreed repairs and maintenance during the tenancy, claiming that no details were written into the tenancy agreement.

On 26 September 2019, the Tribunal advised the Parties of the date, time and venue for a Case Management Discussion and the Respondent was invited to make written representations by 17 October 2019.

The Respondent made written representations to the Tribunal in which he denied the allegations against him.

### **Case Management Discussion**

A Case Management Discussion was held at Glasgow Tribunals Centre, 20 York Street, Glasgow on the morning of 31 October 2019. The Applicant had advised the Tribunal on the previous day that she was unwell and would not be attending, but that she believed she had provided sufficient information for the Tribunal to make an informed decision in her absence. The Respondent was represented by his sister, Mrs Gail O'Donnell, who told the Tribunal that the Applicant had been provided with a written Tenancy Agreement at the start of the tenancy and asked that the application be dismissed.

### **Reasons for Decision**

Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required and that it would determine the application without a Hearing.

Regulation 3(1) of The Tenancy Deposit Schemes (Scotland) Regulations 2011 states that a landlord who has received a tenancy deposit must, within 30 working days of the beginning of the tenancy, pay the deposit to the scheme administrator of an approved scheme.

The Tribunal considered the document entitled "Tenancy Agreement". It identified the Parties, the Property, the commencement date of the tenancy and the monthly rent. It did not contain an ish date, but the provision for payment of rent on the 8<sup>th</sup> day of every month implied that it was running on a month to month basis and was an Assured Tenancy. It stated that a "bond" of £460 would be returned to the Applicant on leaving the Property provided the Property was left in the same manner in which it was presented. It was signed by both Parties and both parties had acted on the faith of the contract between them.

The Tribunal was satisfied that, although it did not contain details of the obligations of the Parties other than the obligation to pay rent, the Tenancy Agreement did meet the requirements of Section 30 of the 1988 Act. Accordingly, the application must be refused. The Tribunal noted the Applicant's contention that the Respondent had reneged on agreements to carry out repairs and maintenance, but was of the view that, during the tenancy, the Applicant had an alternative remedy open to her if she considered the Respondent was failing to ensure the Property met the Repairing Standard, namely an application to the Tribunal for a Repairing Standard Enforcement Order.

### **Decision**

The Tribunal determined that the application should be refused.

## 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.

George Clark

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Legal Member/Chair

31 October 2019  
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Date