

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)

Chamber Ref: FTS/HPC/CV/23/3549

Re: 33 Millar Terrace, Rutherglen, G73 1BD (“the Property”)

Parties:

Mr Anthony McGee, of 20 Leebank Drive, Netherlee, G44 3XD (“the Applicant”)

Ms Pamela Scott, formerly of 33 Millar Terrace, Rutherglen, G73 1BC, and now of an address unknown (“the Respondent”)

Tribunal Member:

Pamela Woodman (Legal Member)

Present:

The case management discussion took place at 2pm on Thursday 4 April 2024 by teleconference call (“**the CMD**”). The Applicant was not present but was represented by Miss Suzie Hemphill of Hemmings Homes. The Respondent was not present and was not represented at the CMD. The clerk to the Tribunal was Michael Cowie.

DECISION

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment for £1,027.26 be granted against the Respondent in favour of the Applicant.

BACKGROUND

1. An application had been made to the Tribunal under section 71(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 111 (*Application for civil proceedings in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was an order for payment against the Respondent in the sum of £1,720.
3. Various documents were provided in support of the application, including copies of the following:
 - a. Scottish private residential tenancy agreement between the Applicant and the Respondent dated 2 March 2023 (“**Tenancy Agreement**”), providing for:
 - i. a start date of 2 March 2023;
 - ii. rent of £650 per calendar month, payable in advance;
 - iii. payments of rent to be received by the Applicant on or before the 2nd of the month; and
 - iv. payment of a rent deposit of £650.
 - b. Rental statement dated 5 December 2023 in respect of rents due and paid in the period from 2 March 2023 to 2 September 2023.
4. A notice of acceptance of the application was issued by the Tribunal dated 4 January 2024 under rule 9 of the HPC Rules, which confirmed that the application paperwork had been received by the Tribunal between 6 October 2023 and 8 November 2023.
5. The Tribunal noted that the Applicant had provided a letter from a tracing agency to the Tribunal’s administration team which indicated that the Respondent could not be traced.
6. The notice of the CMD had been served by advertisement in accordance with rule 6A of the HPC Rules.
7. The Respondent had not provided written submissions and had not otherwise engaged with the Tribunal in relation to these proceedings.
8. This decision arises out of the CMD.

PROCEEDINGS, NAMELY THE CMD

9. The Tribunal noted that it was satisfied that the requirements of rule 6A of the HPC Rules had been met and, accordingly, that notice of the CMD had been deemed to be served on the Respondent. In addition, it was noted that the Tribunal’s administration team had sent an e-mail to the Respondent on 22 February 2024 (to the e-mail address for notices to the Respondent set out in the Tenancy Agreement) notifying them of the public notice of service available on the Tribunal’s website.
10. The Tribunal was satisfied that the CMD could proceed in the absence of the Respondent.

11. The Applicant's representative confirmed that the rent deposit of £650 had been returned to the Applicant by Safe Deposits Scotland and so the arrears were now £1,070 (being £1,720 as set out in the rental statement less £650).
12. The Applicant's representative confirmed that the Respondent had left the Property on 29 September 2023. She agreed that the remaining arrears of rent of £1,070 had been calculated up to (and including) 1 October 2023.
13. The Applicant's representative confirmed that an address for the Respondent was still unknown and that the Respondent had not been in contact since leaving the Property.

FINDINGS IN FACT

14. The Tribunal was satisfied that rent at a rate of £650 per calendar month was payable under the Tenancy Agreement in respect of the Property.
15. The Tribunal noted that the rent calculated on a daily basis was £21.37 per day (being £7,800 per annum, i.e. 12 months at £650 per calendar month, divided by 365 days). Accordingly, the apportioned rent for 30 September 2023 and 1 October 2023 was £42.74.
16. The Tribunal was satisfied, on the balance of probabilities, that there were arrears of rent to (and including) 29 September 2023 of £1,027.26 (being £1,070 less £42.74).

REASONS FOR DECISION

17. The Tribunal found, on the balance of probabilities, that £1,027.26 was due and payable by the Respondent to the Applicant.

DECISION

18. The Tribunal granted the application under section 71(1) of the 2016 Act for an order for payment in the sum of £1,027.26 (one thousand and twenty-seven pounds and twenty-six pence only).

Right of Appeal

In terms of Section 46 of the Tribunals (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.

Pamela Woodman

4 April 2024

Legal Member (chair)

Date