



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

Chamber Ref: FTS/HPC/CV/20/1513

Re: Property at 30C Kerrsview Terrace, Dundee , DD4 9BL (“the Property”)

Parties:

Mr Nicholas Wells, 30 Bellisle Drive, Dundee, DD4 8JL (“the Applicant”)

Miss Kathryn Siddall, formerly residing at 30C Kerrsview Terrace, Dundee, DD4 9BL and whose current whereabouts are unknown (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is in breach of the tenancy agreement with the Applicant and has failed to pay rent. The Tribunal accordingly has decided to make an order for payment in the sum of THREE THOUSAND THREE HUNDRED POUNDS (£3300) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

Background

1. By application dated 7 May 2020, the Applicant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for an order for payment of rent arrears under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of a Private Residential Tenancy between the parties signed and dated 9 November 2019, a rent statement and text messages between the parties.

3. On 27 August 2020, the Tribunal accepted the application under Rule 9 of the Regulations 2017.
4. On 11 September 2020, the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 9 October 2020. This paperwork was served unable to be served on the Respondent as she had vacated the Property on 1 September 2020. The CMD was accordingly discharged. A further CMD was assigned to proceed on 12 November 2020.
5. On 21 October 2020 the Applicant forwarded an up to date rent statement to 1 September 2020
6. As the Respondent’s whereabouts were unknown, the application and intimation of the further CMD of 12 November 2020 was served on the Respondent by way of advertisement on the Tribunal’s website in terms of Rule 6A of the Regulations. A copy of the Tribunal’s administration’s Execution of Service was received by the Tribunal and dated 12 November 2020.

Case Management Discussion

7. The Tribunal proceeded with the Case Management Discussion on 12 November 2020 by way of teleconference. The Applicant was in attendance and represented himself. There was no appearance by or on behalf of the Respondent despite the teleconference starting 10 minutes late to allow the Respondent plenty of time to join. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in his absence.
8. The Tribunal had before it the Private Residential Tenancy between the parties signed and dated 5 November 2019, the original rent statement lodged with the application and 2 further rent statements to 30 July 2020 and 1 September 2020.
9. The Tribunal noted that in terms of Clause 9 of the tenancy agreement between the parties that the monthly rent due to be paid by the Respondent to the Applicant was £450. The Tribunal went through the rent statements with the Applicant. The Applicant asked the Tribunal for an order for payment of arrears in the sum of £3300 which he submitted were the up to date arrears as shown on the rent statement lodged. He explained that although the Respondent had moved out on 1 September 2020 she had not given him the required one months’ notice and accordingly he was entitled to the rent for September. He had contacted the Respondent for payment and referred to

the text messages lodged which showed the Respondent had been abusive to him in her responses.

10. The Applicant explained with reference to the rent statements lodged that the Respondent had paid rent for the first three months of the tenancy between November 2019 – January 2020. The Respondent had not paid any payments towards rent between February – May 2020. The Applicant had contacted the Council about the arrears and it was then agreed with the Respondent rent would be paid direct to him. In June 2020 the Applicant received £300 housing benefit, but the Respondent did not make up the remainder of the £150 shortfall of the £450 rent due. The Applicant explained that she then reverted back to receiving rent direct from the Council. This was the last payment made as no rent was paid for July, August or September as explained by the Applicant. The Tribunal also noted that under the rent statement arrears were shown as £3300.
11. With regards to the deposit, the Applicant explained this has not yet been returned to him and that he was seeking the return of the full deposit of £450 due to damages at the Property which he stated were in the region of £5000.

Findings in Fact

12. The Applicant and the Respondent agreed by way of Private Residential Tenancy Agreement dated 5 November 2019 in relation to the Property that the Respondent would pay the Applicant a calendar monthly rent of £450.
13. The Respondent fell into arrears of rent. The Respondent had paid rent for the first three months of the tenancy between November 2019 – January 2020. The Respondent had not paid any payments towards rent between February – May 2020. The last payment to account was £300 in June 2020. The Respondent made no further payments of rent.
14. The arrears as at 7 May 2020, the date of application, were £1800. The Respondent moved out on 1 September 2020 without giving the Applicant required notice. The Applicant was entitled to rent for September 2020. Arrears to the date of termination of the tenancy were £3300.

Reasons for Decision

15. The Tribunal considered the issues set out in the application together with the documents lodged in support. Further the Tribunal considered the submissions made by the Applicant. The Tribunal noted the content of the rent statements lodged which showed the Respondent had stopped paying

rent in January 2020 as she was required to do under the tenancy agreement and with the exception of on payment of housing benefit in June 2020 no further payments had been made. She vacated the property on 1 September 2020 without giving the Applicant notice. He was accordingly entitled to the final month's rent for September 2020. The Applicant had produced evidence of persistent non- payment of rent with reference to the tenancy agreement and the rent statements lodged. The Respondent had not disputed the application. The Tribunal was satisfied on the basis of these documents, together with the Applicant's submissions that the order for payment in favour of the Applicant be granted.

Decision

16. The Tribunal granted an order for payment of £3300.

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.

Shirley Evans

Legal Member

12 November 2020

Date