



**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 (Procedure) Regulations 2017 (“the Regulations”)**

**Chamber Ref: FTS/HPC/CV/21/0128**

**Re: Property at 42 CALLANDER ROAD, CHAPELHALL, AIRDRIE, ML6 8HA (“the Property”)**

**Parties:**

**Mr SHERAZ MOHAMMED, 13 GLEN ORCHY ROAD, CLELAND, NORTH LANARKSHIRE, ML1 5SA (“the Applicant”)**

**Miss HOLLIE MALLIN, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Nicola Weir (Legal Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent of the sum of £2,035 should be made in favour of the Applicant.

**Background**

1. By application dated 19 January 2021, the Applicant sought a payment order in the sum of £2,035 against the Respondent in respect of rent arrears and damages/costs incurred by the Applicant on the Respondent vacating the Property, all in terms of Rule 111 of the Regulations.
2. Supporting documentation was submitted in respect of the application, including a copy of the lease, a Rent Statement and photographs/invoices, in respect of the damages claimed.
3. A Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of

the Regulations on 2 February 2021. The Respondent had already vacated the Property and her present whereabouts were unknown. The Applicant submitted a trace report dated 27 January 2021 which had negative results. Details in respect of the application and the Case Management Discussion (“CMD”) fixed were advertised on the Tribunal website for the requisite period, per Certificate of Advertisement confirming the application details had been advertised from 12 February 2021 until the date of the CMD. The last date for written representations by the Respondent was 5 March 2021. No written representations were lodged by the Respondent.

### **Case Management Discussion**

4. The CMD took place by telephone conference call on 22 March 2021 at 2pm. The Applicant, Mr Mohammed joined the CMD. The Legal Member delayed the start of the CMD for a few minutes after 10am to see if the Respondent would join but she did not do so.
5. After introductions and introductory remarks by the Legal Member, The Applicant addressed his application and confirmed that he was seeking an order for payment in the sum of £2,035 in respect of rent arrears and damages. He answered questions from the Legal Member.
6. Reference was made to the Rent Statement which had been prepared by the Applicant’s letting agent and covered the period 18 September 2019 to 3 December 2020 which was the period of the tenancy and beyond to the point that the tenancy deposit of £650 was credited back into the rent account on 3 December 2020. Reference was also made to the copy lease, a Private Rented Tenancy between the parties, which commenced 18 September 2018 and stipulated a rental payment of £650 per calendar month and also a rental deposit of £650. The Respondent vacated the Property around 30 September 2020. She had given notice to his letting agent but ended up leaving a bit earlier than agreed and did not stay for the ‘check-out’ process at the end of the tenancy. The Applicant stated that the Respondent’s payments were a little erratic throughout the tenancy but the shortfalls in payments got worse towards the end, with her last payments received of £400 on 13 July 2020 and £100 on 4 September 2020. The Applicant stated that the letting agent tried to work with the Respondent for the last few months of the tenancy, to make arrangements in respect of the arrears, as they were aware that her job as a cleaner and her income situation had been impacted by the pandemic. The Respondent initially made agreements to make payments towards the arrears but did not then keep to these arrangements and then stopped engaging altogether. After she had left the Property, the Applicant was advised that the letting agent emailed her about the rent arrears and damages but she did not get back to them. Nor were any further payments received after those shown in the Rent Statement. When the Respondent vacated the Property, the rent arrears amounted to £1,765.67. The tenancy deposit of £650 was subsequently recovered by the Applicant and credited to the rent account, reducing the outstanding arrears to £1,115.67. The Applicant confirmed, with reference to the before and after photographs of the Property, the schedule of

condition of the property prepared by the letting agent at 'check-out' and the invoices/receipts he had lodged that he had incurred costs of £420 for waste removal, £420 to replace the damaged garage door and carpet cleaning costs of £80, totalling £920. The total claimed in respect of the rent arrears and damages was therefore £2,035. It was noted that the Applicant has now sold the Property.

### **Findings in Fact**

7. The Applicant was the owner and landlord of the Property.
8. The Respondent was the sole tenant of the Property by virtue of a Private Residential Tenancy commencing on 18 September 2018.
9. The rent in terms of the tenancy was £650 per calendar month.
10. The Respondent vacated the Property on around 30 September 2020, at which point she had incurred rent arrears £1,765.67.
11. The tenancy deposit of £650 was subsequently recovered by the Applicant and credited to the rent account. The balance of the rent arrears owing is now £1,115.67 which the Applicant has rounded down to £1,115 in his claim.
12. The Applicant has also incurred damages amounting to £920 on the Respondent vacating the Property, due to its condition when she left.
13. The Respondent has not made any payments since vacating the Property towards the rent arrears or damages costs.
14. The Respondent has not submitted any written representations, nor sought time to pay, in respect of this application. The Respondent did not attend the CMD.
15. The sum of £2,035 is due and resting owing by the Respondent to the Applicant.

### **Reasons for Decision**

16. The Respondent did not submit any written representations to the Tribunal and did not attend the CMD, having been properly and timeously notified of same.
17. The Legal Member was further satisfied from the information contained in the application and supporting documentation, together with the oral submissions made by the Applicant at the CMD that the balance of the sum claimed in unpaid rent and damages of £2,035 is due and resting owing by the Respondent.

18. The Legal Member concluded that there being no information to the contrary from the Respondent that the matter did not require to go to an evidential hearing and that an order for payment in that sum could properly be made at the CMD.

### **Decision**

19. The Legal Member accordingly determines that an order for payment by the Respondent of the sum of £2,035 should be made in favour of the Applicant.

### **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.**

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**Legal Member/Chair**

**22 March 2021**  
**Date**