

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 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/18/0238

**Re: Property at Flat 9, 3 West Pilton Way, West Pilton, Edinburgh, EH4 4BF
("the Property")**

Parties:

**Places for People Scotland, 1 Hay Avenue, Edinburgh, EH16 4RW ("the
Applicant")**

**Mr Kevan Allan, Flat 9, 35 Waterfront Avenue, Edinburgh, EH5 1JD ("the
Respondent")**

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

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

Background

An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 70 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("2017 Rules") seeking an order for payment for rent arrears in relation to an assured tenancy under the Housing (Scotland) Act 1988 by Places for People Scotland (Applicant) against Kevan Allan (Respondent) in relation to the subjects Flat 9, 3 West Pilton Way, West Pilton, Edinburgh, EH4 4BF

Submitted with the Application was a copy of the tenancy agreement and Rent Statement.

A Case Management Discussion was assigned to take place on 23 March 2018 at 10.00am.

Notice of the Case Management Discussion, together with confirmation that the Respondent could make written representation on the application on or before 28 February 2018, and a copy of the application was served by the sheriff officers on the Respondent on 14 February 2018. No representations were received by the Respondent.

The Hearing/Case Management Discussion

Neil Matheson, from TC Young Solicitors, appeared on behalf of the Applicant. Nicola Caldwell, from TC Young, attended as an observer. There was no appearance by the Respondent.

I was satisfied that the Respondent had received notice of the Case Management Discussion. Accordingly, I was prepared to proceed in the absence of the Respondent.

No preliminary motions were made.

The Applicant's agent submitted that he was seeking an order for payment of rent arrears, that with the application there had been submitted, a tenancy agreement, and statement of account showing the rent arrears. The Applicant's Agent advised that the arrears still existed and in fact that they had increased to £3536.92. He advised that he did not seek an order for payment of the increased sum.

The Applicant's Agent advised that he was no longer seeking any order for expenses in relation case.

Findings in Fact

I have found the following facts established:-

A tenancy agreement existed between the Applicant and the Respondent. It was entered into on 25 September 2015. Clause 4 of the Tenancy Agreement sets out that the rent is £472 per calendar month payable in advance. It also provides that the rent may be increased subject to one month's notice being given to the Respondent.

The Statement of Account names both the Applicant and Respondent and refers to the property. It provides details of rental payments made since 26 September 2015. Payments appear to have been made by direct debit until 1 September 2017 when direct debits ceased. No further payments are listed on the Statement of Account after that date. There appear to be five missed rental payments and the Statement of Account shows a balance owing of £2530.56.

No written or verbal representations were received or made by Respondent disputing any of these facts or raising any other relevant issue.

Reasons for Decision

Section 16 of the Housing (Scotland) Act 2014 provides as follows:

“16. Regulated and assured tenancies etc.

(1) The functions and jurisdiction of the sheriff in relation to actions arising from the following tenancies and occupancy agreements are transferred to the First-tier Tribunal -

(a) a regulated tenancy (within the meaning of section 8 of the Rent (Scotland) Act 1984 (c.58)),

(b) a Part VII contract (within the meaning of section 63 of that Act),

(c) an assured tenancy (within the meaning of section 12 of the Housing (Scotland) Act 1988 (c.43)).

(2) But that does not include any function or jurisdiction relating to the prosecution of, or the imposition of a penalty for, a criminal offence.

(3) Part 1 of schedule 1 makes minor and consequential amendments.”

Accordingly, the Tribunal now has jurisdiction in relation to claims by a landlord (such as the Applicant) for payment of unpaid rental against a tenant (such as the Respondent) under a short assured tenancy such as this.

I have found a tenancy existed between the parties. That rent was payable in terms of the tenancy agreement. That rent was payable by the Respondent to the Applicant. I consider that the Statement of Account provides evidence of rent arrears by the Respondent to the amount of £2530.56. I note that the Applicant's Agent confirmed that these arrears are still outstanding as at today's date.

In terms of Rule 17 of the 2017 Rules I am entitled to do anything at a case management discussion which I may do at a hearing, including making a decision.

Decision

I grant an order for payment of £2530.56 in favour of the Applicant against the Respondent.

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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Melanie Barbour

Legal Member/Chair

23. 3. 18

Date