



**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/EV/18/1253**

**Re: Property at M21 Marine Parade Walk, Dundee, DD1 3AU (“the Property”)**

**Parties:**

**Mrs Tina Morgan, c/o Your Move, 31A North Bridge Street, Bathgate, West  
Lothian, EH48 4PJ (“the Applicant”)**

**Mr Darren Marshall, M21 Marine Parade Walk, Dundee, DD1 3AU (“the  
Respondent”)**

**Tribunal Members:**

**Petra Hennig-McFatrige (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that a payment order for the amount of £11,200 is  
granted.**

**Background:**

**On 30 May 2018 the Tribunal accepted for determination an application made  
on 17 May 2018 by the Applicant(s) through their legal representatives  
Thorntons Law LLP Solicitors for payment of rent arrears in terms of S 16 of  
The Housing (Scotland) Act 2014. The Applicants lodged with the application  
the Short Assured Tenancy Agreement commencing on 30 May 2017 and a  
rent statement up to and including the period to 30 April 2018.**

**The application and notice of a Case Management Discussion (CMD) fixed for  
28 August 2018 was intimated to the Respondent by Sheriff Officers on 27 July  
2018. The CMD was attended by Sarah Matheson from Thorntons Law LLP  
Solicitors on behalf of the Applicant. The Respondent did not attend.**

**The intimation to the parties included the information that the Tribunal may do anything at a Case Management Discussion which it may do at a hearing, including making a decision on the application.**

**The Respondent had been given the 14 days notice required in Rule 24 of the Rules of Procedure.**

#### **The Hearing:**

**The solicitor explained that she was appearing on behalf of the applicant and of Mr David S Morgan, the joint owner of the property. She produced a letter from Mr Morgan confirming he had instructed Thorntons Law LLP in the matter. She explained that the application was made with the consent of the joint owner but in the sole name of the applicant. She further explained that the tenancy had been entered into from and including 30 May 2017 to and including 29 November 2017 with a month to month continuation and that the Respondent remains in the property.**

**The rent due per month was £800 and no payments had been made since 30 May 2017. She submitted an up to date rent statement to 30 July 2018 showing the sum of £11,200 outstanding at the date of the hearing. She moved to update the application to state in part c) "The applicant is claiming the sum of £11,200 from the respondent, being the amount of unpaid arrears as at the date of the Case Management Discussion." and to update the paper apart by adding "No further payments have been made and the arrears as at 28 August 2018 are £11,200."**

**I allowed the amendment of the sum sought in the application in terms of Rule 13 (1) (b) and 13 (2) (a) and considered in terms of Rule 13 (3) that there was no requirement to intimate this to the Respondent as it was made orally at the hearing and the Respondent had been notified of the hearing but had not attended. I considered further that in terms of Rule 2 (2) (e) of the Rules of Procedure it would be disproportionate to delay the granting of the order for the purpose of intimating the update arrears on the Respondent as the Respondent is aware from the tenancy agreement of the amount of arrears accruing each month and knows that no further payments have been made. I considered that the amendment to the up to date sum due should be allowed.**

**No representations from the Respondent had been received by the Tribunal. The solicitor for the Applicant moved for an order for payment of £11,200, which is the sum of arrears outstanding as at the date of the CMD.**

**The Tribunal concluded that as there facts in this case were not disputed by any representations from the Respondent, it was not necessary to adjourn the case to a hearing.**

**All issues were discussed at the CMD and the facts of the case were clear.**

**Findings in Fact:**

- 1. The Applicant(s) and the Respondent entered into a Short Assured Tenancy on 30 May 2017 for a 6 months period with a month to month continuation clause.**
- 2. The rent due per calendar month for the tenancy is £800 payable on the 30 day of each month (clause 1.9 of the tenancy agreement).**
- 3. The Respondent had remained in the property at the date of the hearing.**
- 4. No rent had been paid since 30 May 2018.**
- 5. As at 28 August 2018 the arrears were £11,200.**
- 6. The Respondent had been advised of the arrears of £8,800 due as of the date the application was lodged and as he remains in the property is aware that a further amount of £800 per month arrears accrues in terms of the tenancy agreement.**

**Reasons for the Decision:**

**The Tribunal make the decision on the basis of the written evidence lodged by the Applicants and on the unopposed motion of the Applicant. There was no dispute about the facts of the case. The rent was due at the rate of £800 per month and no rent had been paid since 30 May 2018 thus accruing arrears from 30 June 2018 to the date of the order of £11,200.**

**Thus the Tribunal grants the order for payment to the Applicant by the Respondent of the sum of £11,200.**

**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.**

Petra Hennig McFatridge

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**Legal Member/Chair**

*28.8.18*  
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**Date**