



**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**

**Chamber Ref: FTS/HPC/CV/20/1516**

**Re: Property at 1 Park Road, Brechin, Angus, DD9 7AE (“the Property”)**

**Parties:**

**Mr Alan McHattie, Ms Rosalind Main, Old Foresters Cottage, Meikleour, Perth, Perthshire, PH2 6EB (“the Applicants”)**

**Mr Jack May, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Jan Todd (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 in favour of the Applicant should be granted in the sum of £953.15**

- Background
- 1. This was the first case management discussion (CMD) in respect of an application by the Applicant dated 14<sup>th</sup> July 2020 for an order for payment in respect of arrears of rent to the Property against the Respondent for the period he was the Tenant in the tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

- A copy of the Tenancy Agreement dated 13<sup>th</sup> February 2019
  - Rent Schedule dated 6<sup>th</sup> February 2020,
2. Due to the Covid 19 pandemic the case management discussion was scheduled to take place by teleconference.
  3. The legal member prior to this CMD had issued a Direction asking for clarification of the sum claimed in particular in relation to how and when the tenancy was ended. The Applicant’s solicitor and representative issued a

response advising the tenant had intimated he had left the Property to the letting agent on 5<sup>th</sup> February and the tenant had been due to give 28 days' notice so the Applicant was claiming a further 28 days rent from 6<sup>th</sup> February to 5<sup>th</sup> March 2020..

### **CMD discussion**

4. The CMD proceeded today by way of teleconference due to the continued requirement at the current time for social distancing. The Convener made introductions, and explained how the CMD would be conducted over the teleconference. The Applicant did not attend but was represented by Mr Redmond Harris as the Applicant's representative from Jackson Boyd solicitors.
5. The Respondent did not attend nor was he represented on the teleconference. The Respondent had notice of the application as it had been advertised on the Tribunal's website as the Respondent's whereabouts are unknown for over 28 days. The Respondent has been given fair notice and the Tribunal therefore felt it was appropriate and fair to continue in his absence.
6. Mr Harris advised that he was seeking an order for payment in the sum of £953.15 plus interest and referred to the documents lodged in support of this claim.
7. The written documentation shows a tenancy had been created between the parties where the Respondent leased the Property from the Applicant from 13<sup>th</sup> February 2019 and thereafter on a monthly basis.
8. The Rent due and accepted by the Respondent was £350 payable monthly on 13<sup>th</sup> of each month. The tenant had paid the rent due until November 2019.
9. From the rent statement lodged arrears had built up from 13<sup>th</sup> November 2019 when no rent was paid at all until 30<sup>th</sup> January 2020 when one month's rent was paid leaving a balance due of £700. From 13<sup>th</sup> February to 5<sup>th</sup> March a further £253.15 is being claimed by the Applicant for the notice period that the tenant failed to give.
10. Mr Harris is seeking an order for his clients in the full amount outstanding plus interest. He confirmed that the Respondent has not been in touch or paid any further rent. He also advised that sheriff officers had tried to trace the Respondent and were only able to trace him to the Property address where he was no longer resident.

### **Findings in Fact**

1. The Respondent entered into a lease of the Property from the Applicant which commenced on 13<sup>th</sup> February 2019 and in terms of the lease continued until 13<sup>th</sup> March 2019 and thereafter on a monthly basis.
2. The Rent due in terms of the lease was £350 monthly payable in advance
3. The Respondent left the Property on or around 5<sup>th</sup> February, when he posted the keys back to the letting agent.
4. The Respondent failed to give 28 days' notice of ending the tenancy required in terms of clause 26 of the lease.
5. The Tenancy ended on 5<sup>th</sup> March 2020 when the 28 days' notice would have ended.

6. The Respondent failed to pay the rent in full from November 2019.
7. The rent outstanding as at 5<sup>th</sup> March 2020 is £953.15.
8. No further payments have been made towards the rent.
9. There is no deposit.

- **Reasons for Decision**

10. The parties entered into a lease where the Respondent has leased the property from the Applicant from 13<sup>th</sup> February 2019 and has agreed to pay £350 every month.
11. It appears the Respondent left the Property on or around 5<sup>th</sup> February 2020 when he sent keys back to the letting agent.
12. The Respondent has failed to make full payment of rent since November 2019 missing that payment and the ones for December and paying the January 2020 payment late on 30<sup>th</sup> January. He has not made any payment since. The Applicant is entitled to recover rent lawfully due.
13. The Respondent failed to give 28 days' notice and the landlord is entitled to rent due from the date the keys were handed back on 5<sup>th</sup> February to 28 days later namely 5<sup>th</sup> March 2020 in terms of clause 26 of the lease as the Applicant was not able to re let the Property in that period.
14. The Applicant has therefore charged a pro rata amount for the period from 13<sup>th</sup> February (when the last rent payment would have been due) to 5<sup>th</sup> March 2020, the end of the 28 days and in total the arrears amount to £953.15.
15. The Respondent has made no appearance at the CMD held to discuss this application and has made no written representations.
16. The Tribunal accepts the written evidence and verbal statements made by the Applicant's agent, who the Tribunal found clear and credible in his evidence that the rent outstanding and due by the Respondent amounts to £953.15. Interest is also claimed in terms of paragraph 41A of the First Tier tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 and the legal member confirmed that she was prepared to grant interest at the rate of 3% being a reasonable rate of interest in the current market for borrowing money.
17. There being no application for time to pay the Tribunal makes an order for payment of the sum claimed.

## **Decision**

An Order for payment of the sum of £953.15 with interest at the rate of 3% is granted.

## **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.**

Jan Todd

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**Legal Member/Chair**

**29<sup>th</sup> September 2020**  
**Date**