



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/21/1758

Re: Property at 17 Corton Lea, Ayr, KA6 6GJ (“the Property”)

Parties:

Mrs Natalie Linden, 14 Larchwood Road, Ayr, KA7 3TA (“the Applicant”)

Mr Tom Rennie, 21 Lower Bank Road, Fulwood, Preston, Lancs, PR2 8NS (“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 by the Respondent of the sum of £11034.23 should be granted in favour of the Applicant.

1. This was the second Case Management Discussion to consider an application made by the Applicant for payment of rent arrears from the Respondent in relation to a lease entered between the Applicant and the Respondent.
2. The Applicant is the joint owner and landlord of the Property and lodged with the application a copy of the tenancy agreement which commenced on 30th October 2019 along with a copy of the rent statement showing a sum due of £11,034.23 which is the sum claimed by the Applicant.
3. The Tribunal sent a direction on 15th September 2021 asking the Applicant to clarify how and when the tenancy ended, to give any evidence of the termination and to advise what happened to the deposit.
4. The Applicant’s representative Ms Fiona Hunter of Donald Ross Residential responded on 16th September advising that the tenant had returned the keys and sent a letter on 16th April 2021 advising they had left the Property, the Representative confirmed that they had advised that the

tenant would have to give 28 days' notice but that as they found a tenant earlier on 22nd April they confirmed the lease would terminate on that date. Ms Hunter also clarified the full deposit was claimed for arrears and £100 to restore the garden and that this had been refunded and deducted from the tenant's account.

5. At the first CMD scheduled to proceed by way of teleconference at 14.00 on 12th October neither party was in attendance on the call, The Tribunal tried to call the Applicant's representative as they had responded to the Direction sent by the Tribunal, had indicated by e-mail dated 4th October that they would be in attendance and had given permission to be contacted but there was no response. The Respondent had been served with a copy of the application and the papers accompanying it by personal service by Sheriff Officers but had not responded or lodged any representations to the Tribunal.
6. The Tribunal after carefully considering how it should proceed determined that as the Applicant had responded in detail to the Direction sent by the Tribunal on 15th September and contacted the tribunal office to advise a different member of staff would dial in to the teleconference to represent the Applicant that it would therefore be fair and appropriate to continue the matter on one occasion only to allow the Applicant's representative to advise why they failed to attend at today's CMD and to advise if the Applicant is still seeking an order
7. The Applicant's representative Ms Hunter of Donald Ross Residential responded on 18th October apologising for the lack of appearance by her colleague and advised that she had been off that day and her colleague who was to attend in her place had unfortunately been ill that day and was late attending the call.
8. Ms Hunter also clarified the calculation of the pro rata amount of rent on the last month the rent was due and the amount returned by the deposit company.

The CMD on 30th November 2021

9. The CMD proceeded today by way of teleconferencing and Ms Hunter appeared on behalf of the Applicant's representative but there was no appearance or representation on behalf of the Respondent. The Respondent had been advised of the adjourned CMD by intimation by recorded delivery so the Tribunal felt it was fair and appropriate to proceed in his absence.
10. Ms Hunter advised that the rent arrears had started when the Respondent lost his job during the Covid pandemic and advised that he did make some payments of £600. She advised that he had been a previous tenant of the letting agent and they were confident that when he got a job again he would be able to pay back the arrears and were willing to work with him regarding this. She further advised that she believed he gained further employment in March 2021 but he only made one further payment after that of £1,290 in March. Ms Hunter then confirmed that the Respondent put the keys through the agent's door on 16th April with a letter advising he had left the Property. Ms Hunter confirmed that the letting agent had then advised him by e-mail that he required to give notice and that rent would

be charged for that period but they would try and find another tenant and that might reduce the final rent owed. Ms Hunter confirmed they were able to find another tenant quickly and the lease was ended on 22nd April as a result.

11. Ms Hunter confirmed that the full deposit was reclaimed for rent arrears and £100 of it was claimed for costs relating to the garden. The net sum of £1195 has been credited to the rent account as shown on the statement she has lodged and she confirmed she was seeking an order today for £11034.23 being the rent arrears outstanding. She advised neither she nor her firm have heard anything further from the tenant.

Findings in Fact

1. The parties entered into a lease of the Property which commenced on 31st October 2019 and ended on 22nd April 2021.
2. The Rent due in terms of the lease is £1,295 per calendar month payable in advance
3. The Applicant is the landlord and joint owner of the Property.
4. The Respondent is the tenant in the lease and he moved out of the Property on or around 16th April 2021 and returned the keys to the Landlord's agent.
5. The Respondent did not give 28 days' notice to the Applicant in terms of the lease but the letting agent found a new tenant and so the lease ended on 22nd April
6. The Deposit of £1,295 was successfully reclaimed by the Applicant in respect of rent arrears and gardening costs and has been applied to reduce the arrears of rent.
7. The rent outstanding at the date of the application and now is £ 11,034.23.

• Reasons for Decision

8. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £1,295 per month in rent.
9. The Respondent has failed to pay the full rent due. he has now left the Property and returned the keys on 16th April 2021. This was confirmed orally at the CMD by Ms Hunter and is stated in her written representations.
10. Ms Hunter confirmed that as they found another tenant quickly they were able to end the tenancy on 22nd April and the pro rata sum due for the month of April up to 22nd is £979.23. The tenant failed to pay the full sum of rent due during the course of the lease and the sum due and outstanding is £11,034.23 after deduction of the deposit. The Respondent is now residing in England and has made no attempt to contact the applicant or her agent or make payment towards the sums outstanding.
11. The Tribunal accepts the written evidence and verbal statements made by the Applicant's representative, who the Tribunal found clear and credible in her evidence that the rent outstanding as of April 2021 amounts to 11,034.23 In the absence of any representations from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for that sum today.
12. 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 £11,034.23 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.

Legal Member: Jan A Todd

Date: 30th November 2021

