



**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/22/1176**

**Re: Property at 0/2 67 Bolton Drive, Glasgow, G42 9DT (“the Property”)**

**Parties:**

**Easilet Investments, c/o 104 Bellgrove St, Glasgow, G31 1AA (“the Applicant”)**

**Mr Allan Maxwell, whose current address is unknown (“the Respondent”)**

**Tribunal Members:**

**Valerie Bremner (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 in the sum of sixteen hundred pounds ( £1600.00) only be made in favour of the Applicant and against the Respondent.**

**Background**

1.This application for a payment order was received by the Tribunal on 27<sup>th</sup> April 2022 and accepted by the Tribunal on 13<sup>th</sup> May 2022.A case management discussion was set down for 22<sup>nd</sup> July 2022 at 2pm.

**Case Management Discussion**

2.The case management discussion was attended by Miss Lorraine Brennan who represented the Applicant. There was no appearance by or on behalf of the Respondent. The Tribunal Legal Member noted that the application and papers had been personally served by Sheriff Officers on the Respondent at the property on 24<sup>th</sup> May 2022.The Respondent had received the date of the case management discussion and had made no representations in respect of the Application. Miss Brennan for the Applicant requested that the Tribunal proceed in the absence of the Respondent and

the Tribunal was satisfied that it was appropriate to proceed in his absence given that fair notice of the proceedings had been given to him personally.

3.The Tribunal had sight of the application, a private residential tenancy agreement and a rent account statement for the tenancy up to 14<sup>th</sup> May 2022.

4.Miss Brennan advised the Tribunal that the Applicant had vacated the property on 31<sup>st</sup> May 2022 some days after the application, papers and case management discussion date had been served on him. He had not given the Applicant's representative an up-to-date address for contact purposes.

5.The parties had entered into a private residential tenancy agreement at the property with effect from 15<sup>th</sup> May 2020.The rent was initially £450 per month and was payable monthly in advance. On 23<sup>rd</sup> October 2021 the Applicant's representatives served notice on the Respondent that the rent was to be increased with effect from 15<sup>th</sup> February 2022 to £550 per month.

6.The Respondent fell into rent arrears in September 2021 and payments due after this date were missed or late or part payments were made. The Applicant's representatives communicated with the Respondent at various times when the Respondent fell into rent arrears and on a number of occasions letters were hand delivered to the property by them. The Applicant's representatives understood that the Respondent was working during the tenancy and at one stage during this period he had advised that he was unable to work for a period due to being unwell. The Applicant's representatives decided to give him a chance to pay off the arrears. On a number of occasions after September 2021 when the Respondent fell into arrears he indicated that he would pay off the rent arrears when he was paid at the end of each week, but this had not occurred. The rent arrears had continued to accrue but the Applicant's representative was seeking in this application rent arrears which had accrued only up to 14<sup>th</sup> May 2022 which stood at £1600 as of that date.

7.The Tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

### **Findings in Fact.**

8.The Applicant and Respondent entered into a private residential tenancy at the property with effect from 15<sup>th</sup> May 2020.

9.The rent payable during the tenancy was initially £450 per month payable monthly in advance.

10.In October 2021 the Applicant's representatives served notice on the Respondent that the rent due in terms of the tenancy would be increased to £550 per month with effect from 15<sup>th</sup> February 2022.

11.The Respondent fell into rent arrears with effect from September 2021 and rent payments which fell due in terms of the tenancy agreement were missed or late or part paid.

12.The Respondent vacated the property on 31<sup>st</sup> May 2022 and his current address is unknown.

13. Rent arrears accrued at the property in terms of the tenancy agreement amount to £1600 as of 14<sup>th</sup> May 2022.

14. The sum of £1600 is lawfully due by the Respondent to the Applicant in respect of rent arrears accrued during the tenancy at the property.

### **Reasons for Decision**

15. The Tribunal was satisfied that it was reasonable to make a payment order given the history of rent arrears accrued and the fact that despite efforts to allow the Respondent to pay these off this had not happened, and the Respondent has vacated the property without paying the arrears or leaving an address where he could be contacted.

### **Decision**

The Tribunal determined that a payment order in the sum of sixteen hundred pounds (£1600.00) only be made in favour of the Applicant and 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.**

**V. B**

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Legal Member/Chair

22.7.22  
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Date