



**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/22/3302**

**Re: Property at 3/2 175 Finnieston Street, Glasgow, G3 8HD (“the Property”)**

**Parties:**

**Miss Lori Sharp, Jamie McLachlan, 6 Brodick Drive, Gourrock, PA19 1AF (“the Applicant”)**

**Miss Jennifer Muir, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Petra Hennig-McFatridge (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 £ 2,142.67 by the Respondent to the Applicants should be granted.**

**A: Background**

1. The application for an order for payment of rent arrears under S 71 of the Private Housing (Tenancies) (Scotland) Act 2016 arising from a Private Residential Tenancy Agreement between the parties was made by the Applicants on 8.9.2022. The amount claimed in the application was £2,695.
2. The following documents were lodged by the Applicants to support the application:
  - a. Copy tenancy agreement between the parties over the property commencing on 5.3.2021
  - b. tenancy rent statement from 1.3.2021 to 6.7.2022
  - c. authorisation letter for Applicants' agents dated 12.10.2022
3. The case documents are referred to for their terms and held to be incorporated herein.

4. After a failed service by Sheriff Officers, the application and notification of the Case Management Discussion (CMD) was served by advertisement on the Tribunal's website on the Respondent in terms of rule 6A of the Procedure Rules. This commenced on 3.2.2022. The Tribunal was satisfied that the Respondent had the required notice of the CMD as set out in Rules 17 (2) and 24 (2) of the Procedural Rules.
5. No formal representations were received from the Respondent.

### **B: Case Management Discussion**

1. The CMD took place by teleconference on 10.3.2023. The Applicants' agents Ms McArthur and Mr Lynch from McArthur Scott participated in the CMD by teleconference. The Respondent did not take part in the teleconference call.
2. The legal member explained the purpose of the CMD.
3. Mr Lynch explained that the monthly rent under the tenancy agreement was £1,200 and the tenant had given notice on 21.2.2022. The keys were collected on 21.3.2022 and this was the day the tenancy came to an end. The deposit had been allocated to the Applicants and the sum in the application was the sum of rent arrears still outstanding after that allocation.
4. The legal member pointed out that the last rental charge in March 2022 was shown in the rent statement for the full amount of £1,200 and would have covered the period to 4.4.2022. The fact that the tenancy ended on 21.3.2022, and thus prior to the end of the rent period to 4.4.2022, did not seem to have been accounted for in the calculation of the outstanding sum.
5. Mr Lynch, after a short adjournment, advised that taking into account the end date of the tenancy, the outstanding amount would be correctly stated as £2,142.67, deducting the 14 days from the rental charge in March. This was the reduced amount the Applicants are now seeking.

### **C: Findings in Fact:**

Based on the evidence lodged and the representations of the participants at the CMD the Tribunal makes the following findings in fact:

1. The property was let on a Private Residential Tenancy Agreement commencing on 5.3.2021.
2. The parties were the landlords and tenant of said Tenancy Agreement.
3. The tenancy ended on 21.3.2022.
4. The monthly rent of £1,200 is payable on the 5th day of the month and monthly in advance.
5. Rent arrears of £2,142.67 accrued to the end of the tenancy.
6. This sum incorporates the allocation of the deposit sum as shown in the rent statement.

### **D: Reasons for decision**

1. Relevant legislation:

In terms of Rule 17 of the Rules of Procedure:

Case management discussion

17.—(1) The First-tier Tribunal may order a case management discussion to be held—

(a) in any place where a hearing may be held;

(b) by videoconference; or

(c) by conference call.

(2) The First-tier Tribunal must give each party reasonable notice of the date, time and place of a case management discussion and any changes to the date, time and place of a case management discussion.

(3) The purpose of a case management discussion is to enable the First-tier Tribunal to explore how the parties' dispute may be efficiently resolved, including by—

(a) identifying the issues to be resolved;

(b) identifying what facts are agreed between the parties;

(c) raising with parties any issues it requires to be addressed;

(d) discussing what witnesses, documents and other evidence will be required;

(e) discussing whether or not a hearing is required; and

(f) discussing an application to recall a decision.

(4) The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

Power to determine the proceedings without a hearing

However, in terms of Rule 18 of the Rules of Procedure:

18.—(1) Subject to paragraph (2), the First-tier Tribunal—

(a) may make a decision without a hearing if the First-tier Tribunal considers that—

(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii) to do so will not be contrary to the interests of the parties; and

(b) must make a decision without a hearing where the decision relates to—

(i) correcting; or

(ii) reviewing on a point of law,

a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties

2. The Tribunal did not consider that there was any need for a hearing as there had been no representations from the Respondent and thus the facts of the case are not in dispute.

3. The Tribunal makes the decision on the basis of the documents lodged by the Applicants and the information provided by the Applicants' representatives at the CMD.

4. The Tribunal is thus satisfied that the Respondent had entered into a Private Residential Tenancy Agreement with the Applicant for the property. The rent was £1,200 per month and payments were made as set out in the rent statement lodged. No application for a time to pay direction or any other representations were provided by the Respondent. The amount of £2,142.67 stated by Mr Lynch was still due and resting owing as of the date of the CMD. The Tribunal considered that because the sum sought ultimately was less than the sum stated on the application, taking into account the end date of the tenancy, there was no detriment to the Respondent in allowing the amendment at the CMD. The Respondent had due notice of the application and has not disputed the amount. As the amount is due and not disputed, there is no need for a hearing and the Tribunal thus grants a payment order for the amount of £2,142.67 for arrears of rent up to and including the end date of the tenancy.

**E: Decision:**

The Tribunal grants the order for payment of the amount of £2,142.67 by the Respondent to the Applicants.

**F: 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**

**10.3.2023**

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**Legal Member/Chair**

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**Date**