



**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/CV/22/0935

Re: Property at 5 Dunvegan Court, Glenrothes, KY6 2BL (“the Property”)

Parties:

**Mr Richard Graham, c/o Innes Johnstone LLP, 14 North Street, Glenrothes,
KY7 5NA (“the Applicant”)**

**Miss Stacey Harper, 5 Dunvegan Court, Glenrothes, KY6 2BL (“the
Respondent”)**

Tribunal Members:

Yvonne McKenna (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 be made in the sum of
£7132.50.**

Background

1. This was an application in terms of rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, (‘the rules’) and s16 of the Housing (Scotland) Act 1988, (‘the Act’).
2. The tribunal had before it the following copy documents:
 - (1) Application dated 31 March 2022
 - (2) Tenancy agreement and Tenant information pack acknowledgement
 - (3) Rent increase Notice

- (4) AT5 and Statutory Notice
- (5) Notice to Quit dated 4 August 2021.
- (6) AT6 dated 4 August 2021.
- (7) S33 notice dated 4 August 2021.
- (8) Certificate of Intimation of items (5), (6) and (7) by Sheriff Officers dated 6 August 2021
- (9) Rent statement and Rent arrears statement
- (10) Evidence of compliance with pre action requirements
- (11) S11 notice to local authority and proof of intimation on dated 30 March 2022

The Case Management Discussion 4 August 2022 at 11.30am

- 3. The Case Management Discussion (CMD) took place by teleconference at 11.30am on 4 August 2022. The Applicant was represented by Ms Jemma Forbes of Innes Johnston solicitors. The Respondent did not participate.
- 4. The Tribunal had not received any written representations from the Respondent.
- 5. The Respondent had not participated in 2 earlier CMDs which took place on 29 June and 15 July 2022.
- 6. The First CMD was continued to allow the Applicant's Representative to be present as the date had been misdiaried.
- 7. The Second CMD was continued to allow the Applicant the opportunity to increase the sum sought in the Application in terms of Rule 13 and for the relevant paperwork to be intimated to the Respondent.
- 8. The Applicant applied to the Tribunal to increase the sum sought in the application on 22 July 2022. This request to increase the sum was duly served on the Respondent by the Tribunal.
- 9. Ms Forbes said that the sums due to the Applicant from the Respondent amount to £7132.50. She sought an Order for Payment in that amount.
- 10. She stated that the initial application had sought rent arrears of £5542.50. Since the application was lodged with the Tribunal a further 3 months' rent remains unpaid. The rent arrears currently amount to £7027.50
- 11. As far as the Applicant is aware and as at Friday of last week the Respondent remains living in the Property. An Order for eviction has been granted by the Tribunal already.

12. In addition to the rent arrears a further sum of £45 is due by the Respondent in respect of a half share of a locksmith's bill for replacing the lock at the back door of the Property. The lock was broken and an agreement was reached between the parties that the Respondent would pay a one half share of the cost of replacement. The Respondent has failed to do so. Furthermore the Applicant seeks £60 in respect of the cost of a Gas Engineer call-out charge for a Gas Engineer calling at the Property at a pre-arranged time which the Respondent did not adhere to.

Findings in Fact

13. The Applicant is the owner and the Landlord of the Property.

14. The Respondent is the tenant of the Property in terms of a tenancy agreement dated 15 July 2016.

15. In terms of the tenancy agreement the Respondent requires to pay rent at the rate of £495 per month.

16. The Respondent owes the Applicant the sum of £7027.50 in unpaid rent.

17. The Respondent is responsible for a half share of the costs of a replacement lock at the back door of the Property which was agreed to by the Respondent, namely £45.

18. The Respondent is responsible for the call out charges of a gas Engineer who called at the Property at pre-arranged time. The cost of the callout charge is £60.

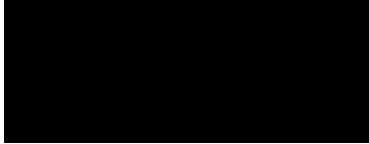
Reasons for Decision

19. The application was submitted along with a tenancy agreement and a rent statement. In terms of the tenancy agreement, rent is due to be paid at the rate of £495 per month. The rent account confirms the sum currently outstanding in unpaid rent amounts to £7027.50. In addition the Applicant has provided vouching for the call out charge for the Gas Engineer and for the locksmith's account regarding the replacement lock. The Legal Member is satisfied that the Applicant is entitled to a Payment Order in the sum sought namely, £7132.50.

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.



Yvonne McKenna

4 August 2022

Legal Member/Chair

Date