

Housing and Property Chamber
First-tier Tribunal for Scotland



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 (“2016 Act”)

Chamber Ref: FTS/HPC/CV/23/3183

**Re: Flat 2/3, 53 Hutcheson Street, Glasgow, G1 1SJ
 (“the Property”)**

Parties:

**Tuliptree Limited, a company incorporated under the Companies Acts with registered number SC319690 and having its registered office at 3 Clairmont Gardens, Glasgow, G3 7LW
 (“the Applicant”)**

**Miss Cho Cho Aung, Flat 2/3, 53 Hutcheson Street, Glasgow, G1 1SJ
 (“the Respondent”)**

Tribunal Members:

Pamela Woodman (Legal Member) and Melanie Booth (Ordinary Member)

Present:

The hearing took place at 10am on Friday 15 December 2023 by teleconference call (“**the Hearing**”). The Applicant was not present at the Hearing but was represented by Ms Jennifer McMillan, Lettings Manager of Pacitti Jones (“**Applicant’s Representatives**”). The Respondent was not present in person, nor represented, at the Hearing. The clerk to the Tribunal was Sumayyah Mahmood. This case was conjoined with the case with reference FTS/HPC/EV/23/1190.

BACKGROUND

1. An application was made to the Tribunal under section 71(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 111 (*Application for civil proceedings in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was an order for payment against the Respondent in respect of the Property.
3. The application was dated 11 September 2023.
4. Copies of various other documents were also provided to the Tribunal by the Applicant's Representatives, including:
 - a. the private residential tenancy agreement between the Applicant and the Respondent, signed by the Respondent, the Guarantor (Mr Farham Amin) and the Applicant dated 31 July 2019 ("**Tenancy Agreement**").
 - b. statement of account dated 11 September 2023 ("**Original Rent Statement**") in respect of rent payable for the Property from 31 July 2019 to 31 August 2023 which showed a balance outstanding of £7,870 as at 31 August 2023.
5. A notice of acceptance of the application was issued dated 27 September 2023 under rule 9 of the HPC Rules.
6. The Tribunal noted that the Applicant was the registered landlord of the Property.
7. The Tribunal also noted that the Applicant was the registered proprietor of the Property (title number GLA171534).
8. The notice of the Hearing had been served by advertisement (with a copy sent to the e-mail address for the Respondent noted in the Tenancy Agreement) in accordance with rule 6A of the HPC Rules. A certificate of service of advertisement was provided to the Tribunal. In addition, the Respondent had replied (to the e-mail sent by the Tribunal's administration team) by e-mail on 7 November 2023.

PRELIMINARY MATTERS

9. The Tribunal was satisfied, on the balance of probabilities, that the Respondent had received notice of the date and time of the Hearing and that, accordingly, the Hearing could and should proceed.
10. Whilst the Tribunal had received (in connection with the conjoined case for an eviction order) an updated statement of account dated 23 November 2023 in respect of rent payable for the Property from 31 July 2019 to 31 October 2023 which showed a balance outstanding of £9,860, no application to amend the sum claimed had been received in this case by the Tribunal in terms of rule 14A of the HPC Rules. Accordingly, the Tribunal considered the case based on the application paperwork submitted, including the Original Rent Statement and the sum claimed was not amended.

PROCEEDINGS, NAMELY THE CMD

11. Ms McMillan noted that the arrears of rent now amounted to £10,855 and that the last payment made by the Respondent was of £100 on 16 June 2023.

12. Ms McMillan confirmed that a tenancy deposit of £1,492 was still in place and that it was held by Safe Deposits Scotland.

FINDING IN FACT

13. The Tribunal was satisfied, on the balance of probabilities, that:

- a. rent of £995 per calendar month was payable by the Respondent to the Applicant in terms of the Tenancy Agreement; and
- b. the Respondent was in arrears of rent of £7,870 as at 31 August 2023.

REASON FOR DECISION

14. The Tribunal was satisfied, on the balance of probabilities, that there were rent arrears of £7,870 as at 31 August 2023 and that that amount was payable by the Respondent to the Applicant under the Tenancy Agreement.

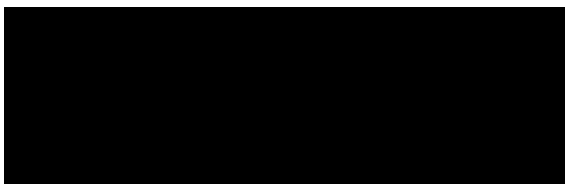
DECISION

15. The Tribunal granted the application for a payment order in an amount of £7,870.

16. Nothing in this decision prevents or restricts a new application being made by the Applicant in respect of any arrears of rent which may have arisen or arise on or after 1 September 2023.

Right of Appeal

In terms of Section 46 of the Tribunals (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.



Chair

15 December 2023

Date

