

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 of the Private Housing
(Tenancies)(Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/23/2636

Re: Property at Wogle Cottage, Kintore, Aberdeen, AB21 0SP (“the Property”)

Parties:

**Craigmar Properties, Craigmar Properties, Chapel Works, Bucksburn,
Aberdeen, AB21 9TL (“the Applicant”)**

Mr Jamie Goldie, Miss Jodi Coutts, UNKNOWN, UNKNOWN (“the Respondents”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the Applicant is entitled to an order for payment for
£6500 (SIX THOUSAND FIVE HUNDRED POUNDS).**

Background

1. An application was received by the Housing and Property Chamber dated 28th July 2023. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments.
2. On 1st November 2023 all parties were written to with the date for the Case Management Discussion (“CMD”) of 8th December 2023 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 22nd November 2023.
3. On 3rd November 2023, sheriff officers attempted to serve the letter with notice of the CMD date and documentation upon both of the Respondents. This service was not able to be effected as it during their investigations the Sheriff

Officers were told that the Respondents had moved out of the Property but that they collected their post and had belongings in the Property. A neighbour told the Sheriff Officers that the previous week one of the Respondents had broken their key in the lock. The Applicant's representative had changed the lock at that point. The Sheriff Officers were given information about a new address but were not given the correct address. They were given a phone number for the Second Named Respondent. They managed to speak to her on one occasion but a subsequent call was terminated by her before they could speak to her.

4. On 30th November 2023, the Applicant's representative emailed the Housing and Property Chamber to amend the sum sought to £6500. The conjoined eviction case was withdrawn.
5. On 10th January 2024, the First Named Respondent emailed the Housing and Property Chamber stating that the Respondents have not lived in the Property for 1 year. He said that the Property was mouldy which was not attended to by the Applicant.
6. On 11th January 2024, the First Named Respondent emailed the Housing and Property Chamber stating that the Respondents would not be addressing the arrears or involved with the case.
7. On 19th February 2024, the Applicant's representative emailed the Housing and Property Chamber stating that the Respondents stopped paying rent on 26th January 2023. There was no mention of mould in the Property until March 2023. The email responded to points on the Property being mouldy and referenced government grants. The oil tank was left dry. It was also noted that section 23 of the lease states that there needs to be 28 days notice given to terminate the tenancy.
8. On 20th February 2024, the First Named Respondent emailed the Housing and Property Chamber stating that he disputed points raised by the Applicant's representative. This confirmed that he had been allocated a local authority property. He said that there was an issue with the water in the Property.
9. On 10th January 2024 all parties were written to with the date for the CMD of 26th February 2024 at 10am by teleconferencing. Service by Advertisement was undertaken upon the Respondents from 10th January 2024.

The Case Management Discussion

10. A CMD was held 26th February 2024 at 10am by teleconferencing by teleconferencing. The Applicant was represented by Mr Charles Marshall, Administrator, Craigmar Properties. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules.
11. Mr Marshall said that an email had been lodged with the rent account. He noted that it was late in that it could have been lodged sooner. The Tribunal considered that suitable notice had been given to the Respondents about the

amendment of the amount and that this was further evidence to support that. There has been no dispute from either of the Respondents about increasing the amount to £6500. This is to the end of the tenancy when the locks were changed. Insofar as the First Named Respondent raising issues around mould the Tribunal did not consider this a ground for continuing to a hearing. The Respondents have not attended the hearing despite being in contact with the Housing and Property Chamber. There has been no evidence lodged of the mould and the extent that it impacted upon the Respondents determination not to pay the rent. There is no evidence of the rent being withheld. There is no evidence of the notifications that have been sent to the Applicant. Taking this as a whole the Tribunal found that this point could not be considered further. The Tribunal noted the point raised by the Applicant that the lease contained a notice period which was contractually binding upon the Respondents.

12. The Tribunal was satisfied that the outstanding amount for £6500 was due to the Applicant by the Respondents and that it was appropriate to grant an order accordingly.

Findings and reason for decision

13. A Private Rented Tenancy Agreement commenced 18th March 2022.
14. The Respondents persistently failed to pay their rent charge of £750 per month. The rent payments are due to be paid on the first day of each month.
15. The Respondents left the Property approximately one year before the tenancy ended but did not notify this to the Applicant. They continued to have belongings in the Property and would return for their post. They did not return the keys or give notice to the Applicant as per the terms of the lease. The Applicant only received the Property back when the Respondents had returned to the Property and broken their key in the lock. The Applicant then changed the locks and considered the tenancy to be ended. The Respondents should have given the appropriate notice to end the tenancy and stop arrears accruing.
16. There is no evidence about any mould within the Property arising from the Applicant not undertaking repairs.
17. The arrears sought total £6500.

Decision

18. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £6500 (SIX THOUSAND FIVE HUNDRED POUNDS).

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.

G Miller

26th February 2024

Legal Member/Chair

Date