



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/24/0489

Re: Property at 1A Burnbrae Street, Clydebank, G81 5BY (“the Property”)

Parties:

Mrs Gail Downes, 14 Brandywell Road, Abernethy, Perth, PH2 9GY (“the Applicant”)

Mr Ryan Watson, 27B Swallow Road, Clydebank, West Dunbartonshire, G81 5DP (“the Respondent”)

Tribunal Members:

Andrew Cowan (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the sum of £1909.16 was lawfully due by the Respondent and granted an order for payment of that sum by the Respondent to the Applicant.

Background

1. By an application dated 31st January 2024 (“the Application”), the Applicant sought an order for payment of £1909.16 from the Respondent in respect of rent arrears.
2. A copy of the Application, along with a letter from the Tribunal giving details of a proposed Case Management Discussion, was served upon the Respondent by Sheriff Officers on 10th May 2024.
3. A Case Management Discussion (“CMD”) took place by teleconference on 17th June 2024. The Applicant was represented at the CMD by Ms, Samantha Downes from the Landlord’s Letting Agents, EVE Property (Scotland) Ltd.

4. The Respondent did not join the CMD call. The Respondent has not made any written representations to the Tribunal in advance of the CMD. The Respondent has been intimated with the date and time of the CMD by Sheriff Officers. The Tribunal was satisfied that the Respondent had been given reasonable notice of the date, time and place of the CMD and that the requirements of rule 24(1) of the First-Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Procedure Rules”) had been duly complied with. In the circumstances the Tribunal proceeded with the application in accordance with rule 29 of those Procedure Rules.
5. At the CMD the Tribunal was able to consider:
 - a. The terms of the tenancy agreement between the parties. The tenancy agreement was a Private Residential Tenancy Agreement in relation to the Property. The tenancy between the parties had commenced 19th July 2022. The monthly rent due in terms of the tenancy agreement between the parties was £525.00.
 - b. A Statement of rent and arrears had been lodged with the Application showing total rent arrears due by the Respondent as at 7th December 2023 in the sum of £1909.16.

Further Information:

6. The Applicants’ representative explained to the Tribunal that the Respondent gave notice of termination of the tenancy agreement on 9th November 2023. The Respondent was required to give one months’ notice of his intention to terminate the tenancy. The tenancy agreement between the parties accordingly terminated on 7th December 2023.
7. The Applicant had lodged a rent statement with the Application. That statement confirmed that, by 7th December 2023 (being the date of termination of the tenancy between the parties), the Respondent had accrued rent arrears due in terms of the tenancy agreement between the parties in the sum of £1909.16.
8. The Tribunal noted that the Applicant had recovered the tenancy deposit of £525 which had been paid by the Tenant at the start of the tenancy. That deposit had been paid to the Landlord at the termination of the tenancy by the approved tenancy deposit scheme. The deposit had been paid to the Applicant to cover the costs of cleaning and repair costs which the Applicant incurred following the Respondent’s occupation of the Property. The Applicant’s representative confirmed to the Tribunal that the full amount of the deposit was utilised by the Applicant to cover these costs and no part of the deposit sum was available to be applied to the rent arrears due by the Respondent.
9. Under rule 17(4) of the Procedure Rules the First-Tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision. The Applicant asked the Tribunal to grant an order for payment against the Respondent in favour of the Applicant for the sum of £1909.16 (the amount detailed in the Application).

Findings in fact

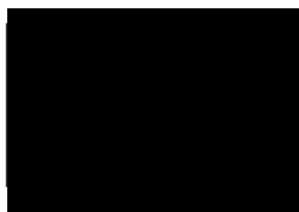
10. The Applicant let the Property to the Respondent in terms of a written tenancy agreement which commenced on 9th November 2023. The monthly rent due in terms of the tenancy agreement between the parties was £525.00.
11. The tenancy agreement between the parties was lawfully terminated at 7th December 2023.
12. As at the date of termination of the tenancy between the parties the Respondent had accrued arrears of rent under the terms of the tenancy agreement in the sum of £1909.16.
13. No part of the deposit of £525 who had been been paid by the Respondent at the commencement of the tenancy was available for the Applicant to apply to the rent arrears accrued by the Respondent.
14. As at the date of the CMD the sum of £1909.16 remains due and owing by the Respondent to the Applicant in respect of arrears of rent incurred by the Respondent.

Decision

15. The Tribunal accordingly granted an order for payment by the Respondent to the Applicant in the sum of £1909.16.

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.



**Andrew Cowan
Legal Member/Chair**

Date 17th June 2024