



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/24/0641

Re: Property at 2/2 27 STEPPS ROAD, GLASGOW, G33 3NE (“the Property”)

Parties:

MCDONALD COURT LIMITED, 94 DUKE STREET, GLASGOW, G4 0UW (“the Applicant”)

MR LIAM JAMES MCINALLY, last known address 2/2 27 STEPPS ROAD, GLASGOW, G33 3NE (“the Respondent”)

Tribunal Members:

Valerie Bremner (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 in the sum of two thousand two hundred and sixty pounds only (£2260.00) be granted in favour of the Applicant and against the Respondent.

Background

1.This application for payment order in terms of rule 111 of the Tribunal rules of procedure was first lodged with the tribunal on 8th February 2024 and accepted by the Tribunal on 5th April 2024.A case management discussion was fixed for 10th July 2024 at 2pm.

Case Management Discussion

2.The Applicant did not attend the case management discussion but was represented by Mr George Reynolds of Smart Move Estate Agents (Scotland) Ltd. The Respondent was not represented and did not attend the case management discussion. The Tribunal legal member was aware that the application and supporting

papers had been served on the Respondent by Sheriff Officer putting them through the letterbox at the property on 7th June 2024. The Tribunal was satisfied that the Respondent had received fair notice of the application, papers and the date of the case management discussion and that it was appropriate to proceed in his absence.

3. The Tribunal had sight of the application, a tenancy agreement, a letter of authority for Mr Reynolds to act, and a rent statement. The parties had entered into a private residential tenancy at the property with effect from 30th June 2021. The monthly rent payable in terms of the agreement was £595 and deposit of £595 was also paid at the start of the tenancy and is currently held by a tenancy deposit scheme.

4. Mr Reynolds advised the Tribunal that the Respondent had vacated the property. The estate agents had received a call from a neighbour in the last week of June 2024 to say that the door to the property was ajar and when it was checked the Respondent appeared to have vacated the property and no belongings of his were left there. Mr Reynolds was of the view that when the neighbour alerted them this had just occurred. He said that they managed the whole block of properties and he understood they had been advised right away. He indicated that he was satisfied that the Respondent was still in residence at the property when the papers were served for the Tribunal application and case management discussion. The block was covered by CCTV and Mr Reynolds said that this showed the Respondent going in and out to an area at the side of the block. It was believed that the Respondent was involved in illegal activity which Mr Reynolds described as involving drugs and it was understood that the landlord had advised the police of this. It was not known where Mr McNally had gone but Mr Reynolds was of the view that he had left because he owed money to people other than the landlord.

5. When the Respondent entered into the tenancy agreement Mr Reynolds advised that he was known to be in an employment as a refuse collector and it was understood he was always working throughout the tenancy. There was no suggestion that the rent had ever been paid by means of any benefit. Rent arrears started to accrue early in the tenancy and payments were missed or part payments were made. Frequent attempts were made to contact the Respondent regarding the rent arrears and he always said he was going to pay the rent arrears but never did. By 30th January 2024 the rent arrears amounted to £2260. The estate agent's system generated mails and texts every day, sent to the Respondent, who always said he could pay the arrears. Mr Reynolds was of the view that the Respondent owed money to people and despite all the contacts that had been made on behalf of the landlord the rent arrears could not be recovered. As the property had been abandoned the landlord had been able to recover possession of it and regarded the tenancy as being ended. The deposit had not been recovered on behalf of the landlord from the tenancy deposit scheme where it was held but a claim was to be made to recover the deposit paid.

6. The Tribunal was satisfied it had sufficient information upon which to make a decision and that the proceedings had been fair.

Findings in Fact

7. The parties entered into a private residential tenancy at the property with effect from 30th June 2021.

8.The monthly rent payable in terms of the tenancy agreement is £595.

9.The Respondent was in employment at the start of and during the tenancy.

10.Rent arrears started to accrue in terms of the agreement early on in the tenancy and payments were missed or partly paid.

11.As of 30th January 2024, the rent arrears accrued in terms of the tenancy had reached £2260.

12.Estate agents acting on behalf of the landlord made constant attempts to recover the rent arrears from the Respondent and said he would pay the rent arrears but made no effort to do so.

13.The Respondent appears to have quit the property in the last week of June 2024 and taken his belongings with him.

14.The Applicant has no knowledge of where the Respondent now lives and has recovered possession of the property.

15.The sum of £2260 is lawfully due by the Respondent to the Applicant in terms of rent arrears accrued during the tenancy between the parties.

Reasons for Decision

The Applicant through his agent has made strenuous efforts to recover the rent arrears accrued during this tenancy without success. It is reasonable to grant a payment order in these circumstances.

Decision

The Tribunal granted a payment order in the sum of two thousand two hundred and sixty pounds only (£2260.00) in favour of the Applicant and against the Respondent.

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.

Valerie Bremner

Legal Member/Chair

10.7.24

Date