



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Regulations”)**

**Chamber Ref: FTS/HPC/CV/24/1148**

**Re: Property at 28 Charleston Road North, Aberdeen, AB12 3SZ (“the Property”)**

**Parties:**

**ABZ Airborne Limited, 19 Whitehills Rise, Cove Bay, ABERDEEN, AB12 3UH (“the Applicant”)**

**Ms Katrina Ann Mann, Flat B, 2 Market Street, ELLON, AB41 9JD (“the Respondent”)**

**Tribunal Members:**

**Nicola Weir (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 by the Respondent in the sum of £1, 094.22 should be made in favour of the Applicant.**

**Background**

1. By application received on 8 March 2024, the Applicant applied to the Tribunal for an order for payment of rent arrears amounting to £1,094.22 against the Respondent. Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement and a rent statement in respect of the rent arrears.
2. Following initial procedure, on 4 April 2024, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.
3. Notification of the application and details of the Case Management Discussion (“CMD”) fixed for 16 July 2024 was served on the Respondent by way of Sheriff

Officer on 12 June 2024. In terms of said notification, the Respondent was given until 2 July 2024 to lodge written representations. No representations were lodged by or on behalf of the Respondent prior to the CMD.

### **Case Management Discussion**

4. The Case Management Discussion (“CMD”) took place by telephone conference call on 16 July 2024 at 2pm, attended by Ms Billie Redgate, Director of Winchesters Lettings Ltd, the Applicant’s letting agents. The Tribunal delayed the commencement of the CMD for around 5 minutes to give the Respondent an opportunity to join late but she did not do so.
5. After introductions and introductory remarks by the Legal Member, there was discussion regarding the background to the payment application and the fact that it did not appear to be opposed by the Respondent. Ms Redgate confirmed that the sum sought remains at £1,094.22 in terms of the original application and that this was in respect of rent arrears accrued during the tenancy, which ended on 22 November 2023. Ms Redgate advised that there was initially only a small amount of arrears. She had a few telephone calls with the Respondent around the end of September/start of October 2023 who indicated that she was having a few difficulties, could not afford to keep the property on and was planning to move out. Ms Redgate confirmed this was fine and asked the Respondent to give 28 days’ written notice. Ms Redgate followed this up with some emails but did not receive any further communication from the Respondent. Ms Redgate was a bit concerned about the Respondent and the letting agents arranged to attend at the property to carry out a ‘welfare check’ on 4 October 2023. They discovered that the property had been emptied and the Respondent appeared to have already moved out. Accordingly, they arranged to change the locks to make the property secure but notified the Respondent that if she needed back into the property during the 28 days’ notice period, they would provide her with a set of keys. They also served a Notice to Leave on 23 October 2023 on the ground that the Respondent was no longer occupying the property. The notice period in terms of the Notice to Leave expired on 22 November 2023, which is the date they then calculated the rent due to. The Respondent did not return keys to the letting agent when moving out and there has been no further communication from her during the notice period, nor since. Reference was made to the Rent Statement produced and it was noted that the final rent payment due had been proportioned to cover the period up to 22 November 2023 and also that the tenancy deposit of £800 had been applied to the arrears. Ms Redgate confirmed that the Respondent had not made any claim to the tenancy deposit scheme in respect of the tenancy deposit. No further payments towards rent have been made and the sum of £1,094.22 therefore remains outstanding.
6. The Legal Member, having considered the application, confirmed that the payment order would be granted today in the sum of £1,094.22. There was brief discussion regarding the process to follow and the appeal period. Ms Redgate was thanked for her attendance at the CMD.

## Findings in Fact

1. The Applicant is the landlord and owner of the Property.
2. The Respondent was the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 8 May 2023.
3. The rent in terms of the tenancy was £800 per calendar month.
4. There was a tenancy deposit paid in respect of the Property of £800.
5. The full monthly rental payments due of £800 were not made by the Respondent, rental payments received being initially £750 per month.
6. Payments then became more erratic and the last payment received was £750 on 6 September 2023.
7. The Respondent advised the Applicant's letting agent in telephone discussions in or around the end of September/beginning of October 2023 that she could not afford the property and was intending to move out.
8. The Respondent was asked to provide 28 days' notice in writing to terminate the tenancy but she did not do so.
9. The Applicant's letting agent visited the Property on or around 4 October 2023 and found it empty.
10. The Applicant's letting agent changed the locks for security purposes but notified the Respondent that they had done so and that she would still be entitled to access the Property until the end of the notice period.
11. There was no further communication from the Respondent.
12. A Notice to Leave was served on the Respondent on 23 October on the ground that she was no longer occupying the Property.
13. The tenancy terminated on 22 November 2023, being the end of the notice period in terms of the Notice to Leave.
14. Rent arrears amounted to £1,894.52 when the tenancy ended.
15. The tenancy deposit of £800 was recovered on behalf of the Applicant at the end of the tenancy and applied to the rent arrears.
16. The balance of the rent arrears owing was £1,094.22.
17. No payments towards the outstanding rent arrears have been received from or on behalf of the Respondent since the tenancy ended.

18. The Respondent was called upon to make payment in respect of the rent and arrears but has failed to do so.
19. The sum of £1,094.22 is due and resting owing by the Respondent to the Applicant in respect of rent arrears.
20. The Respondent has lodged no written representations in respect of the Tribunal application nor attended the CMD.

### **Reasons for Decision**

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation, and the oral information given at the CMD on behalf of the Applicant by Ms Redgate. The Respondent did not lodge any written representations nor attend the CMD, having been properly and timeously notified of same.
2. The Tribunal considered that there was no material before it to contradict the information from the Applicant and therefore no requirement to continue the application to an Evidential Hearing. The Tribunal had regard to the terms of the tenancy agreement and the rent statement lodged and was satisfied that rent arrears in the sum of £1,094.22 had accrued during the period of the tenancy and that this sum was due and resting owing in respect of unpaid rent due to the Applicant in terms of this application.
3. The Tribunal concluded that, in the circumstances, an order in the sum sought could properly be made at the CMD today.

### **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.**

**Nicola Weir**

**Legal Member/Chai**

**Date: 16 July 2024**