



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/24/0867

Re: Property at 45 Franklin Place, East Kilbride, G75 8LT (“the Property”)

Parties:

Ms Marlyn Campbell, 4 Brandon Gardens, Cambuslang, Glasgow, G72 8AQ (“the Applicant”)

Mr David Galbraith, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Ruth O'Hare (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 be made in the sum of Three thousand two hundred and forty four pounds and fifty six pence (£3244.56) Sterling

Background

- 1 By application to the Tribunal the Applicant sought an order for payment against the Respondent under Rule 70 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) in respect of unpaid rent and costs due under the terms of the tenancy agreement in the sum of £3244.56. In support of the application the Applicant provided the tenancy agreement between the parties, rent statements and invoices as vouching for the costs sought.
- 2 By Notice of Acceptance of Application a Legal Member of the Tribunal with delegated powers of the Chamber President intimated that there were no grounds to reject the application. The application was therefore referred to a Case Management Discussion to take place by teleconference.

- 3 The Applicant submitted an application for service by advertisement together with a copy of a negative trace report from Sheriff Officers which was granted by the Tribunal under Rule 6A of the Rules. Notification of the application was therefore given to the Respondent by advertisement on the Tribunal website between 23 October 2024 and 26 November 2024. No written representations were received from the Respondent in advance of the Case Management Discussion.

The Case Management Discussion

- 4 The Case Management Discussion took place on 26 November 2024. The Applicant was present. The Respondent was not in attendance. The Tribunal noted that he had received notification of the application under Rule 6A of the Rules and therefore determined to proceed in his absence.
- 5 The Tribunal heard submissions from the Applicant. She confirmed that she sought the sum of £3244.56 from the Respondent. She had received the tenancy deposit of £1050 from the deposit scheme which had been applied to the debt owed. This had not been challenged by the Respondent. The Applicant confirmed that the Respondent had made no attempts to pay the debt due and had made no recent contact.

Findings in Fact

- 6 The Applicant and Respondent entered into a tenancy agreement dated 17 June 2022.
- 7 The rent due under Clause 8 of the tenancy agreement was £525 per calendar month.
- 8 The tenancy between the parties terminated on 17 April 2024.
- 9 As at the date of termination arrears in the sum of £2940.62 were outstanding.
- 10 The Applicant has incurred additional costs of £1353.94 as a result of the Respondent's breach of his obligations under the terms of the tenancy agreement between the parties.
- 11 The Applicant has received the tenancy deposit in the sum of £1050, which has been paid towards the debt owed.
- 12 The Respondent is therefore due to pay the sum of £3244.56 to the Applicant under the terms of the tenancy agreement between the parties.

- 13 Despite repeated requests the Respondent has refused or delayed in making payment of the sum due.

Reasons for Decision

- 14 The Tribunal reached its decision taking into account the application paperwork and the verbal submissions at the Case Management Discussion. The Tribunal was satisfied that it had sufficient information to reach a decision following the Case Management Discussion and that it would not be prejudicial to the parties to do so.
- 15 The Tribunal accepted, based on its findings in fact, that the Respondent was liable to pay the sum of £3244.56 to the Applicant under the terms of the tenancy agreement. There was nothing before the Tribunal to contradict the facts put forward by the Applicant.
- 16 The Tribunal therefore made an order for payment in the sum of £3244.56 against the Respondent in favour of the Applicant.

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.

Ruth O'Hare

26 November 2024

Legal Member/Chair

Date