

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/24/4577

Re: Property at 19 Brown Constable Street, Ground Right, Dundee, DD4 6QZ (“the Property”)

Parties:

Mr Gregory Kearney, 45A Oldtown Road, Bellaghy, BT45 8LQ (“the Applicant”)

Mr Dawid Prochazka, Mr Kamil Prochazka, 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 £3826.26 (THREE THOUSAND EIGHT HUNDRED AND TWENTY SIX POUNDS AND TWENTY SIX PENCE).

Background

1. An application was received by the Housing and Property Chamber dated 27th September 2024. 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 Respondents not maintaining rent payments.
2. On 22nd February 2025 all parties were written to with the date for the Case Management Discussion (“CMD”) of 23rd April 2025 at 10am by teleconferencing. The letter also requested all written representations be submitted by 15th March 2025.
3. On 25th February 2025, sheriff officers attempted to serve the letter with notice of the hearing date and documentation upon both of the Respondents. This was

not able to be effected. The sheriff officers were informed by neighbours that the Respondents had not been seen living at the Property in several months. As the sheriff officers had a contact phone number they telephoned the Respondents. They were informed by the Respondents that they had left the Property in September 2024 and were now living in Canterbury but refused to give any further information and terminated the telephone call. The CMD was postponed to allow for Service by Advertisement to be undertaken.

4. On 21st May 2025 all parties were written to with the date for the CMD of 10th July 2025 at 10am by teleconferencing. Service by Advertisement was undertaken upon the Respondent from 4th June 2025.
5. On 2nd July 2025, the Applicant's representative emailed the Housing and Property Chamber lodging a rent statement for the period 14th May 2021 to 19th May 2025 with outstanding arrears of £6403.79.

The Case Management Discussion

6. A CMD was held 10th July 2025 at 10am by teleconferencing. The Applicant was not present but was represented by Ms Alison Bruce, Director, Bruce Property Management Limited. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondents did not make representations in advance of the CMD.
7. Ms Bruce said that there has been no contact from the Respondents since March 2025 when the Respondents said that they would return the keys. This has not been done. There have been no payment offers. Ms Bruce said that the Respondents have persistently failed to pay their rent charge. During the tenancy the Respondents received Universal Credit Housing Element. However, the payment was made directly to the Respondents and was not passed onto the Applicant.
8. The Tribunal noted that as the up to date rent account was lodged on 2nd July 2025 the amount sought cannot be amended. Under Rule 14A any amendment requires to be lodged 14 days in advance of the CMD this was lodged 8 days in advance of the CMD.
9. Ms Bruce said that she was first notified of the Respondents not being in the Property when she was informed by the Housing and Property Chamber that service had failed. The Respondents had said that they were to leave in August 2024 but retracted that notice. Ms Bruce said that the locks had to be changed on 26th February 2025 and the Applicant took possession of it again. The Tribunal noted that the rent account is presumably with a rent charge one month in advance. This would mean that the tenancy ended on 14th April 2025. This appears to be inaccurate if there is a one month notice period. In such circumstances then the final date of the tenancy, taking into account a one month notice period, would be 26th March 2025. If the Applicant wishes to raise another application then this will need to be reflected in the rent account. Ms Bruce will look further into this should matters proceed to another application.

10. The Tribunal was satisfied that the outstanding amount for £3826.26 was due to the Applicant by the Respondents and that it was appropriate to grant an order accordingly.

Findings and reason for decision

11. A Private Rented Tenancy Agreement commenced 14th May 2021.

12. The Respondent persistently failed to pay their rent charge of initially £500 per month then £515 per month from 14th August 2023. The rent payments were due to be paid on 14th day of each month.

13. There have been no offers of payment.

14. The arrears sought total £3826.26. The arrears have now exceeded that amount.

Decision

15. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £3826.26.

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

10th July 2025

Legal Member/Chair

Date