

Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 'The Procedure Rules) in relation to an application for civil proceedings relative to an Assured Tenancy under Rule 70 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/25/0391

Re: 78 Matthews Drive, Perth, PH1 2UR ("the Property")

Parties:

Sandra Sabiston ("the Applicant")

Jane McNicol, Solicitor, Thorntons ('The Applicant's Representative')

Linzi Shand residing sometime at 78 Matthews Drive, Perth, PH1 2UR and now at 53 Iona Court, North Muirton, Perth, PH1 3AX ("the Respondent")

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")

Tribunal Members: Jacqui Taylor (Legal Member)

Background

1. The Applicant submitted an application to the Tribunal for payment of the sum of £2100 rent arrears.

2. Documents lodged with the Tribunal.

Documents lodged with the Tribunal by the Applicant were:

2.1 Short Assured Tenancy agreement between the parties dated 22nd August 2012. The rent due in terms of the tenancy was £525 per month payable monthly in advance.

2.2 A rent statement by for the period 7th April 2024 to 7th January 2025 showing rent arrears of £2100.

2.3 An updated rent statement by for the period 7th April 2024 to 7th March 2025.

2.4 An email from the Applicant's Representative to the Tribunal administration dated 31st March 2025 which stated that the rent arrears as at 31st March 2025 amounted to £3150.

3. By Notice of Acceptance by Ruth O'Hare, Convener of the Tribunal, dated 31st January 2025 she intimated that she had decided to refer the application (which application paperwork comprises documents received on 29th January 2025 to a Tribunal.

4. The First Case Management Discussion

4.1 This case called for a conference call Case management Discussion (CMD) at 10.00 on 9th April 2025.

Morgan Oates, Solicitor, attended the CMD and represented the Applicant.

The Respondent did not attend the CMD.

The Respondent had been served with a letter advising her of the CMD on 25th February 2025 by Roderick Stevenston, Sheriff Officer. The Tribunal were satisfied that the requirements of Tribunal Rule 29 had been complied with and continued with the CMD.

4.2 Oral Representations by the Applicant's Representative.

4.2.1 The Tenant vacated the Property on 30th March 2025.

4.2.2 She believes the Tenant paid a deposit but she did not have the details.

4.2.3 She acknowledged that the updated rent statement was incorrect and it needed to be corrected and updated to 30th March 2025.

4.3 Outcome of the First Case Management Discussion.

The Case Management Discussion was adjourned to a Continued Case Management Discussion to allow the Applicant's Representative to:

4.3.1 Amend the application.

4.3.2 Submit an updated rent statement correct to 30th March 2025.

4.3.3 Provide the Tribunal with evidence of the deposit paid by the Tenant and whether or not it has been or will be repaid to the Landlord.

5. Amendment to the Application.

The Applicant's Representative sent the Tribunal an email dated 30th June 2025 in the following terms:

'1. Rent Schedule I attach updated schedule of rent arrears totalling £3,133.06. Following an Eviction Order, Miss Shand vacated the property on 30th March 2025. Rent of £525 was payable per month. As Miss Shand left on 30th March 2025 one

days rent to cover 31st March 2025 has been deducted. The total rent payable in March 2025 was therefore £508.06. 2. Deposit PKC Lets made payment of a £50 deposit in accordance with the Tenancy Agreement on 22nd August 2012. Ms Sabiston paid that deposit to Safe Deposit Scotland on 21st December 2012. The deposit bond expired on 22nd August 2013. Since the last Case Management Discussion, Ms Sabiston has contacted Safe Deposit Scotland who cannot trace an account with the reference number they previously provided in 2012 (DAB71695). Safe Deposit Scotland advised they do not hold any monies on deposit for the property. Ms Sabiston has no trace that Ms Shand paid a further deposit upon expiration of the deposit bond by PKC Lets. It is Ms Sabiston's understanding that no such deposit was paid by Miss Shand. Ms Shand is therefore not entitled to have any monies deducted from the arrears to reflect a deposit as she did not make payment of such. 3. Details of Respondent's new address Perth and Kinross Council have confirmed Miss Shand's new address is as follows:- • 53 Iona Court, North Muirton, Perth, PH1 3AX I trust the above is in order and note this will call as a Case Management Discussion on 15 July 2025 at 2pm.'

6.The Second Case Management Discussion.

This case called for a conference call Case management Discussion (CMD) at 14.00 on 15th July 2025.

The Applicant's Representative attended.

The Respondent did not attend and was not represented.

The Respondent had been sent a letter dated 4th July 2025 advising her of the CMD. The Tribunal were satisfied that the requirements of Tribunal Rule 29 had been complied with and continued with the CMD.

6.1 Oral Submissions.

Ms McNicol referred to the documents sent to the Tribunal on 30th June 2025 and asked the Tribunal to issue a payment order in the sum of £3133.06 being the outstanding rent due by the Respondent.

7.Decision

7.1 The Tribunal made the following findings in fact:

7.1.1 The Applicant is Landlord and heritable proprietor of the Property. The Title of the Property is the Disposition by Wimpey Homes Holdings Limited in favour of the Applicant registered in the General Register of Sasines for the County of Perth 27th August 1996.

7.1.2 The Respondent had been Tenant of the Property in terms of the lease between the parties.

7.1.4 The commencement date of the lease was 22nd August 2012.

7.1.5 The tenancy ended on 30th March 2025.

7.1.6 The rent due in terms of the lease was £525 per month.

7.1.7 The rent arrears due by the Respondent as at 30th March 2025 was £3,133.06.

7.2 The Tribunal determined that the Respondent is due to pay the Applicant the sum of £ 3,133.06 in respect of outstanding rent as at 30th March 2025 and accordingly they issued an Order for Payment in this sum.

8. 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.

Jacqui Taylor

Legal Member

15th July 2025

