

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 (“the Act”)

Chamber Ref: FTS/HPC/CV/19/0566

Re: Property at 23 Chandlers Court, Stirling, FK8 1NR (“the Property”)

Parties:

Mr Daljinder Deol, 36 Old Harbour Square, Stirling, FK8 1RB (“the Applicant”) per his agents, Pacitti Jones, 91, Port Street, Stirling, FK8 1NR (“the Applicant’s Agents”)

Ms Michelle Dawson, formerly residing at the Property and now residing at an address unknown, (“the Respondent”)

Tribunal Members:

Karen Moore (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 in the sum of TWO THOUSAND FOUR HUNDRED POUNDS (£2,400.00) STERLING be granted.

Background

1. By application received on 21 February 2019 (“the Application”), the Applicant’s Agents, on behalf of the Applicant, made an application to the Tribunal for a payment of rent due and owing in terms of Section 71 of the Act and in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). A copy of the tenancy agreement between the parties and a rent statement showing arrears of rent of £1,600.00 were lodged as part of the Application.
1. On 4 March 2019, a legal member of the Tribunal with delegated powers of the Chamber President accepted the Application and a Case Management Discussion (“CMD”) was fixed for 24 April 2019 at 11.30 at Wallace House, Maxwell Place, Stirling FK8 1JU. The CMD was unable to be intimated on the

Respondent and so a fresh CMD was fixed for 13 June 2019 at STEP Stirling Enterprise Park, John Player Building, Stirling, FK7 7RP. The CMD was intimated to both parties.

2. Both parties made written representations to the Tribunal in respect of the Application and the Applicant's Agents amended the sum claimed to £2,400.00.

Case Management Discussion

3. The CMD took place on 13 June 2019 at STEP Stirling Enterprise Park, John Player Building. The Applicant was not present and was represented by Mr. David Mooney and Ms. Mikki Rennie of the Applicants' Agents. The Respondent was not present or represented.
4. Mr. David Mooney and Ms. Mikki Rennie confirmed the Order sought as payment of £2,400.00 and advised me that the sum claimed amounted to three months' rent for January, February and March, all 2019 as the Applicant is treating the tenancy as having ended on 5 April 2019 by virtue of a Notice to Leave.
5. With reference to the Respondent's written statement and the letter of 10 January purporting to give notice to quit with immediate effect, Mr. Mooney and Ms. Rennie advised me that this was not accepted as a competent notice as it did not comply with the terms of the Act. Further, as the Applicant's agents on behalf of the Applicant had had to obtain a warrant for entry under tribunal chamber reference FTS/HPC/RE/19/0193 for entry to the Property on 21 March 2019, the Respondent had not quit the Property on 10 January 2019 but had remained until after 21 March 2019.
6. With reference to the Respondent's written representations regarding costs incurred by her, Mr. Mooney and Ms. Rennie advised me that these are strongly disputed. With reference to the tenancy deposit of £1,200.00 paid by the Respondent, Mr. Mooney and Ms. Rennie advised me that the Respondent's claim for this is under dispute.

Findings in Fact

7. From the Application and the CMD and having no reason to disbelieve Mr. Mooney and Ms. Rennie I found that a tenancy agreement had existed between the Parties at a rent of £800.00 per month from 4 November 2018 until 5 April 2019 and that three months' rent amounting to £2,400.00 is due and owing by the Respondent in that regard.
8. I found that the notice purported to have been given by Respondent's letter of 10 January 2019 is not a competent notice as it does not comply with the terms of the Act, and, in any event, Respondent had not quit the Property on 10 January 2019 but had remained until after 21 March 2019.

Decision and Reasons for Decision

- 9. Having found that that three months' rent amounting to £2,400.00 is due and owing by the Respondent to the Applicant, I then had regard to Rule 17(4) of the Rules which state that the Tribunal "may do anything at a case management discussion which it may do at a hearing, including make a decision" and, accordingly, I determined to grant an Order for payment.

- 10. With regard to the deposit of £1,200.00 paid by the Respondent as this is in dispute and as it might still be returned to the Respondent by the deposit scheme provider, I determined not to deduct this from the sum sought and so granted an Order for £2,400.00.

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.

Karen Moore

Legal Member/Chair

13 June 2013

Date