

Housing and Property Chamber  
First-tier Tribunal for Scotland

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014**

Chamber Ref: FTS/HPC/CV/19/1582

Re : Property at 3/6 Allanfield, Edinburgh EH7 5YG (“the Property”)

The Parties:-

Alan Hopper, 2/3 East Comiston, Edinburgh EH10 6RZ (“the Applicant”)

Mark Councillor, formerly resident at 3/6 Allanfield, Edinburgh EH7 5YG whose current residence is unknown (“the Respondent”)

The Tribunal comprised:-

Mr David Bartos                      - Legal member and Chairperson

**DECISION**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent shall pay to the Applicant the sum of TWO THOUSAND FIVE HUNDRED AND FORTY-ONE POUNDS AND EIGHTY-SIX PENCE (£2541.86) STERLING.

***Background***

1. In December 2014 the parties entered into a tenancy of the Property with the Applicant as landlord and the Respondent as tenant. The Applicant seeks an order for payment of rent by the Respondent.
2. On 19 August 2019 the Tribunal had a case management discussion (“CMD”) at 10.00 hrs at George House, 126 George Street, Edinburgh EH2 4HH. It was

attended by the Applicant. There was no appearance by or on behalf of the Respondent. The address of the Respondent is unknown. An attempt by a sheriff officer on 14 June 2019 to serve notification of the CMD and the application at the Property was unsuccessful. The Tribunal noted that Notice of the CMD at to-day's date and time had been given to the Respondent in an advertisement on the website of the Tribunal published on 9 July 2019. Immediately before the commencement of the CMD the Tribunal confirmed that no contact with the Tribunal Office had been made by the Respondent. The Applicant indicated that he was not surprised by this. He wished to continue with the CMD. The Tribunal proceeded with the CMD. It took the view that in all the circumstances it was not unfair to the Respondent to proceed with the CMD and that it would be unfair to the Applicant for there to be delay.

3. At the outset the application sought an order for payment of £2591.86 being alleged arrears of rent as at 22 May 2019.

### ***Facts Not in Dispute Between the Parties***

(a) The Applicant is the owner of the Property. On or about 8 December 2014 the Applicant granted a tenancy of the Property to the Respondent. The tenancy commenced on 8 December 2014 and was under the Housing (Scotland) Act 1988.

(b) The tenancy provided for the payment by the Respondent to the Applicant of rent of £575 per calendar month payable in advance on the eighth day of each month. On or about 8 April 2018 the Applicant sought payment of increased rent at the rate of £625 per calendar month. From 8 May 2018 the Respondent agreed to pay rent at that increased rate.

(c) The Respondent has paid none or only part of the full rent due on 8 December 2016, 8 January 2016, 8 August 2017, 8 January 2018, 8 March 2018, 8 July 2018 to 8 September 2018 inclusive, 8 November 2018, and 8 January and 8 May both 2019.

(d) The total amount of rent due on said dates and remaining unpaid up to 22 May 2019 is £2541.86 as per the Applicant's statement of rent for the Property from 8 December 2016 to 22 May 2019.

### ***Submission***

4. At the CMD the Tribunal raised with the Applicant the question of the instalment due on 8 April 2018. Up to that point the rent due had been £575 per month. At that date the rent statement set out an increase to £625 per month but noted that on that date only £575 had been paid. The tenancy provided for the rent to be increased by the landlord "giving the Tenant a

minimum of two months' notice in writing". There was no written notice lodged with the Tribunal and the fact that £625 had been asked for but only £575 paid might suggest that no notice had been given and an increase for the instalment of 8 April 2018 had not been agreed to.

5. The Applicant indicated that he thought that the notice had been given and that he could endeavour to obtain a copy. However in the circumstances he preferred to bring the application process to an end and waive the claim to the extent of £50. He sought an order for the reduced sum of £2,541.86 without continuation to a hearing. No defence had been stated.

### ***Reasons***

6. The Tribunal considered the application, the oral submission and the documentary evidence submitted for the Applicant. It found that it was able to make sufficient findings in fact and that to do so was not contrary to the interests of the parties. It was therefore able to decide the case at the CMD without a hearing. It could see no benefit to be gained from a hearing which would cause delay.
7. The Tribunal was satisfied that the rent statement was credible and reliable. No doubt was cast on that or the other documentary evidence. On that basis the Tribunal made the findings in fact set out above.
8. The Tribunal accepted that there had been a breach by the Respondent of his duty to pay the rent under the tenancy and that the amount of £2,541.86 remained unpaid. In the circumstances the Tribunal awarded the Applicant that sum.

### ***Outcome***

9. The First-tier Tribunal for Scotland (Housing and Property Chamber) orders the Respondent to pay to the Applicant the sum of Two Thousand Five Hundred and Forty-one Pounds and eighty-six pence (£2,541.86) Sterling.

### ***Right of Appeal***

**In terms of section 46 of the Tribunals (Scotland) Act 2014 a party aggrieved by the decision of the Tribunal may seek to 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.**

NOTE: This document is not confidential and will be made available to other First-tier Tribunal for Scotland (Housing and Property Chamber) staff, as well as issued to tribunal members in relation to any future proceedings on unresolved issues.

**David Bartos**

Legal Member

19 August 2019

Date