



**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/18/1678

Re: Property at 168E Balunie Drive, Dundee, DD4 8QE (“the Property”)

Parties:

Miss Coral Greig, 29 Strips of Craigie Road, Dundee, DD4 7QA (“the Applicant”)

**Miss Jordyn Isabella Donna Nisbet, Mr Matthew Whyte, 17 Madras Road,
Auchtermuchty, Cupar, KY14 7BW (“the Respondents”)**

Tribunal Members:

Petra Hennig-McFatrige (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 of the sum of £2082.10 in relation to rent arrears should be granted

Procedural Background:

The Applicant is seeking an order for payment of rent arrears for the property. An application in terms of Rule 70 (Civil Proceedings) was lodged on 4 July 2018 and the sum outstanding stated as £2,200 rent arrears, based on a monthly rent of £475 for a Short Assured Tenancy starting 21 November 2017 to the end of the tenancy on 22 May 2018 less a total of £630 rent payments made.

The Applicant lodged the Short Assured Tenancy Agreement dated 21 November 2017 with signed AT5 and an account statement.

The Tribunal fixed a Case Management Discussion for 13 December 2018, which the Applicant accompanied by her husband Mr Jamie Jones attended.

The Respondent did not attend.

Sheriff Officers had served a letter from the Tribunal dated 20 November 2018 containing the notification of the CMD for said date, case papers and guidance notes on the Respondents on 20 November 2018. The documentation set out that any representations had to be received by 6 December 2018 and that the Tribunal may make a decision at the CMD. The required notice in terms of rule 17 of the rules of procedure (the rules) had been given. No representations were received from the Respondents.

Submissions at the Case Management Discussion:

The tenancy agreement set out that the rent was initially £475 per months and only two payments of £480 and £150 respectively had been made by the Respondents during the whole period of the lease. The Applicant explained that from the start rent arrears had been building up. She was seeking an order for the unpaid rent as per the statement lodged.

She confirmed the Respondents had moved out at the end of the tenancy period.

On further discussion the Applicant agreed that the rent for the months of May ought to be apportioned as the rent for 31 days of May would be £475 but the tenancy had ended on 22 May 2018. She was then seeking the adjusted sum of £2,082.10.

The Respondents had not lodged a defence to the application.

The statements set out in the application and the calculation of the sum outstanding were not disputed.

Findings in Fact:

- 1. The Applicants and the Respondents entered into a Short Assured Tenancy on 21 November 2017. The duration of the tenancy was 21 November 2017 to 22 May 2018 (Clause 1.1).**
- 2. The tenancy ended on 22 May 2018.**
- 3. In terms of the Agreement (Clause 2.1) "the first month's rent will be £0.00. All subsequent monthly payments will be £475, the first of which is due on 01/12/2017"**
- 4. In terms of the Agreement Clause 3.1 "The tenant shall pay the sum of £0.00 pounds as a deposit."**
- 5. The amount paid in rent during the tenancy was £630 in total.**
- 6. For the month of May the full rent was shown as due in the account statement. The tenancy only covered 22 days of the 31 days of the month of May.**
- 7. The rent due under the tenancy agreement was 5 months at the full monthly rent of £475 for the period of December 2017 to April 2018 and 22 days of the rent for May at a rate of £15.32 per day and thus £337.10 for the part of May covered by the tenancy.**

8. The Respondents are jointly and severally liable in terms of the tenancy agreement.

Reasons for the Decision:

The Tribunal make the decision on the basis of the written evidence lodged by the Applicant and the information given at the hearing by the Applicant.

There were no representations by the Respondent and thus there is no dispute about the facts of the case.

The rent outstanding as of the date of the Case Management Discussion based on the amounts paid as per the schedule lodged and the rent charge in terms of the tenancy agreement and the information from the Applicant is £2,082.10 consisting of the total rental charge of £2,712.10 less the amount paid of £630. There was no deposit which could have been set off against the arrears.

There was no valid defence to the action. It is not in dispute that the sum of arrears is due by the Respondents to the Applicant.

The Applicant is entitled to payment of the sum of £2,082.10 by the Respondents

Decision:

The Tribunal grants an order for payment by the Respondents to the Applicant of the sum of £2,082.10

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.

Petra Hennig-McFatrige, Legal Member

Legal Member/Chair

13 December 2018

Date