



**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/18/2193

Re: Property at 33C Douglas Road, Dundee, DD4 7SN (“the Property”)

Parties:

Mr Barry Gray, 76E Kemnay Gardens, Dundee, DD4 7TU (“the Applicant”)

Miss Lisa Vannart, 33C Douglas Road, Dundee, DD4 7SN (“the Respondent”)

Tribunal Members:

Petra Hennig-McFatrige (Legal Member) and Linda Robertson (Ordinary 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 £7,384.50 in relation to rent arrears for the period of 1 July 2016 to 14 December 2018 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 21 August 2018 and the sum outstanding stated as £6,699 rent arrears as at 1 August 2018. A rent statement was submitted with the application.

The Tribunal first fixed a Case Management Discussion (CMD) for 24 October 2018 which Mr Campbell on behalf of the Applicant attended. The Respondent did not attend. The amount sought was updated to £7,640.00. The CMD note of 24 October 2018 with Notice of Directions dated 24 October 2018 are referred to for their terms and held to be incorporated herein.

A further rent statement and a blank copy of a tenancy agreement and form AT5 as well as text messages between the Applicant and the Respondent and bank statements of the Applicant covering the period from 9.6.16 to 30.6.17 with payments

from the Respondents highlighted were submitted stating arrears of £8,330 as of 1 December 2018.

Sheriff Officers served a letter from the Tribunal dated 22 November 2018 containing the notification of the hearing date and the notes and updated documents referred to above on the Respondent on 26 November 2018 and thus the required notice in terms of rule 24 (2) of the rules of procedure (the rules) had been given.

At the hearing on 14 December 2014 the Applicant attended with Mr Campbell and the Respondent did not attend.

The Hearing:

The Applicant gave evidence that the Respondent had commenced payments to him on 28 June 2016 and initially stated that the tenancy commenced in June 2016. He then changed his mind and stated that the payment may have been for a tenancy commencing on 1 July 2016. He recalled that the tenant had received the keys prior to the tenancy agreement being signed as she needed somewhere to stay and stated that she also took over some furniture left in the property and that she paid him for this and he passed the payments to the previous tenants, from which the Respondent was purchasing the items. He could not recall how much she was meant to pay for this and how much money he had passed on to the previous tenant. He could not recall if any payments made were actually used for a deposit although he stated that there was no deposit paid initially and he had suggested she should pay a bit extra to make up a deposit but it was never paid. The rent agreed with the Respondent was £475 per month. He had chased this up and referred to the text message exchange. All he could recall regarding the signing of the lease was that this had happened after the tenant received the keys. The Applicant confirmed that the tenancy was still ongoing and that the Respondent had not paid rent since 1 July 2017.

The Tribunal queried the amount sought of £8,330 as this appears not to reflect the payments made prior to 1 October 2016, which was the date when the rent arrears printout started. The printout showed the baseline of the calculation of the arrears to be 0 as at 1.10.2016 with a first demand on that date of £475. It made no reference to previous payments received.

After an adjournment for Applicant and his Representative the Applicant confirmed that he would only be seeking payment of the sum of £7,384.50, which was taking into account the payments made as per the bank statement and not deducting any sums for a deposit or for payment of furniture. He was calculating this with an assumed start date of 1 July 2016, although payment had been made previously, as he could not say for sure when the tenancy commenced but was sure it was definitely in place in July 2016.

The Respondents had not lodged a defence to the application and had made no representations.