

**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 16 of the Housing (Scotland)  
Act 2014.

Chamber Ref: FTS/HPC/CV/18/2279

Re: Property at 46 Iain Road, Bearsden, Glasgow, G61 4PB (“the Property”)

Parties:

Mr Ronnie Williamson and Mrs Mari Williamson, 10 Mains Avenue, Giffnock,  
G46 6QY (“the Applicants”)

Mr Victor James MacKay, 1/4 15 Castlebank Place, Glasgow, G11 6BJ (“the  
Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is in breach of the tenancy agreement with the Applicants and has failed to pay rent. The Tribunal accordingly has decided to make an order for payment in the sum of ONE THOUSAND ONE HUNDRED AND SEVENTY THREE POUNDS AND EIGHTY NINE PENCE (£1173.89) STERLING. The order for payment will be issued to the Applicants after the expiry of 30 days mentioned below in the right to appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent

Background

1. By application dated 28 August 2018 the Applicants’ representative applied to the Tribunal for an order for payment of rent arrears of £1173.89 against the Respondent relating to a tenancy at the Property.

2. On 20 September 2018 the Tribunal accepted the application under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”)
3. On 17 October 2018 the Tribunal enclosed a copy of the application for both parties and invited the Respondent to make written representations to the application by 31 October 2018. The Tribunal also advised both parties that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 5 November 2018.
4. This paperwork could not be served on the Respondent; Sheriff Officers reported that the address provided appeared to be a place of business for the Respondent’s father and that the Respondent had moved to Canada. No forwarding address was obtained.
5. The Tribunal gave the Applicants’ representative an opportunity of carrying out enquiries to ascertain the Respondent’s current address. On 21 February 2019, they advised that Sheriff Officer’s had traced the Respondent to 1 / 4, 15 Castlebank Place, Glasgow, G11 6BJ.
6. On 20 March 2019 the Tribunal enclosed a copy of the application for both parties and invited the Respondent to make written representations to the application by 5 April 2019. The Tribunal also advised both parties that a CMD under Rule 17 of the Regulations would proceed by way of telephone conference call on 10 April 2019.
7. This paperwork could not be served on the Respondent; Sheriff Officers reported that a neighbour had been interviewed and advised the Respondent no longer lived at the address provided by the Applicants’ representative.
8. In terms of Rule 6A of the Regulations, the Tribunal placed an advertisement on their website on 7 May 2019 inviting the Respondent to contact the Tribunal for papers, the Tribunal being satisfied the Respondent’s address was unknown. A Certificate of Service by Advertisement was produced by the Tribunal on 12 June 2019 confirming that service by way of advertisement had been made.
9. On 7 May 2019, the Tribunal also intimated a copy of the application to the Applicants’ representative and advised that a CMD under Rule 17 of the Regulations would proceed by way of telephone conference call on 12 June 2019. On 7 May 2019 the Tribunal also emailed a copy of the application to the Respondent and advised that a CMD under Rule 17 of the Regulations would proceed by way of telephone conference call on 12 June 2019.
10. The Respondent did not contact the Tribunal following upon the advertisement and did not make written representations.

### **Case Management Discussion**

11. The Tribunal proceeded with the CMD on 12 June 2019 by way of telephone conference call. The Applicant was represented by Ms Hamilton from Fineholm Letting Services (Glasgow) Ltd. The Respondent did not appear and was not represented.
12. The Tribunal had before it a Private Residential Tenancy Agreement between the Applicants and the Respondent which commenced on 30 January 2018 ("the tenancy agreement") The Tribunal also had before it a Tenancy Transaction Report between 16 January 2018 -- 28 August 2019.
13. Ms Hamilton asked the Tribunal to grant an order for payment for £1173.89. She explained the tenancy agreement had terminated on 28 June 2018 at which stage the arrears stood at £1718.89. After the tenancy agreement had terminated there was no dispute over the deposit of £895 which was returned to the Applicants. Of that £350 was applied in relation to repairs and £545 towards rent arrears. Accordingly the rent arrears as at the date of termination were reduced from £1718.89 to £1173.89 which was the sum sought.

### **Findings In Fact**

14. The Applicant and the Respondent agreed by way of a Private Residential Tenancy Agreement commencing on 30 January 2018 in relation to the Property that the Respondent would pay £895 rent per month.
15. The Respondent was in arrears of rent of £1718.89 when the tenancy agreement terminated.
16. The tenancy deposit of £895 was fully recovered by the Applicants. £545 of the deposit was applied towards the rent arrears. The rent arrears have been reduced to £1173.89
17. The Respondent has failed to pay the arrears.

### **Reasons for Decision**

18. The Applicants' representative provided evidence of arrears of £1173.89 and satisfied the Tribunal that the Respondent was liable to pay these under the tenancy agreement with the Applicant. The Tribunal was satisfied on the basis of the tenancy agreement and the Tenancy Transaction Report together with the supporting oral submissions from Ms Hamilton that the arrears at the date of termination of the tenancy were £1718.89 and that these had been reduced after the return of the tenancy deposit, reducing the sum outstanding to £1173.89. The Tribunal was satisfied the Respondent was liable to pay the arrears sought.

**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.

Ms Shirley Evans

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Legal Member

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Date

12 June 2019.