

**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 71 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/18/2768**

**Re: Property at Flat 10, GMD, Baxter Street, Dundee, DD2 2LZ (“the Property”)**

**Parties:**

**Mr Sanjeev Rehilhu, 92 Tulideph Road, Dundee, DD2 2JF (“the Applicant”)**

**Ms Sharon Oleary, 35a St Kilda Road, Dundee, DD3 9ND (“the Respondent”)**

**Tribunal Members:**

**Maurice O’Carroll (Legal Member) and Ann Moore (Ordinary Member)**

**Decision (in the absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that**

**Background**

1. A Case Management Discussion was held on 15 January 2019. On that occasion, the Chairperson was not satisfied that the Respondent had been provided with notice of the CMD. The case was therefore continued to a hearing.
2. On 15 April 2019 a hearing was held at Caledonian House, Greenmarket, Dundee before the Tribunal. Miss April McCallum of Direct Lettings appeared for the Applicant. The Respondent did not appear, nor did anyone on her behalf.
3. Since the date of the CMD, the Respondent’s new address had been ascertained as being 35a St Kilda Road, Dundee, DD3 9ND. Notice of the hearing had been served on the Respondent by Sheriff Officers on 27 March 2019.
4. The notes from the CMD revealed that the Applicant was seeking an increased sum in the amount of £1,990.12 by way of rent arrears. Papers advising the

Respondent of the hearing were served at least 14 days in advance of the hearing date.

5. At the hearing, Miss McCallum advised that she had spoken to the Respondent personally at her new address on 19 February 2019, when she was collecting the keys for the Property. At that time, she advised the Respondent that the amount that was being sought was £1,950.92 instead of the £1335.92 stated in the application.

### **Findings in fact**

6. The parties entered into a Rental Agreement on 6 November 2015. The period of the tenancy was stated to be for a period of one year. It ran on from that date by means of tacit relocation until the Respondent voluntarily moved to a new address, as noted above.
7. The rent payable under the tenancy agreement was £495 per calendar month. Housing Benefit paid £415, with the remaining £80 to be made up by the Respondent. However, she frequently failed to do so, with the result that rent arrears built up over time to the amount now claimed.
8. The Applicant provided a statement of rent payments, showing amounts credited to the Respondent and the accruing shortfall.
9. The Respondent failed to pay the amounts due in terms of the rental agreement.
10. The Tribunal was satisfied that the Respondent had been given notice of the Applicant's intention to amend the sum claimed.
11. It was also satisfied that the final sum intimated to the Respondent at least 14 days prior to the hearing was the sum of £1,950.92, in compliance with rule 14A of the 2017 Rules, as amended.

### **Decision**

12. In light of the findings in fact made above, the Tribunal is satisfied that the Applicant is entitled to the sum of £1,950.92 by way of rent arrears and will make an Order in that amount.

### **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.

**Maurice O'Carroll**  
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**Legal Member/Chair**

*15 April 2019*  
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**Date**