



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) arising out of a tenancy under Section 32 of the Housing (Scotland) Act 1988**

**Chamber Ref: FTS/HPC/CV/19/2918**

**Re: Property at 1C Drumclair Place, Airdrie, ML6 7AP (“the Property”)**

**Parties:**

**Mr Tony Trimby, C/O Independent MPS, 23 Stirling Street, Airdrie, ML6 0AH (“the Applicant”)**

**Mr Benjamin Andrews, Ms Laura Dougan, 1C Drumclair Place, Airdrie, ML6 7AP (“the Respondents”)**

**Tribunal Members:**

**Susan Christie (Legal Member)**

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

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

**Background**

1. The application for payment of unpaid rent due was received by the Tribunal on 17 September 2019.
2. The Notice of Acceptance of the Application by the Tribunal made under Rule 9 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 as amended (“the Rules”), is dated 10 October 2019.
3. On 18 October 2019 a letter was sent to the Parties intimating the day and time of the first Case Management Discussion and providing accompanying information.
4. On 21 October 2019 Sheriff Officers served a copy of the letter from the Tribunal dated 18 October 2019 on the Respondents, specifically drawing their attention to the Case Management Discussion assigned for 20 November 2019 at 2pm in Glasgow Tribunals Centre, Room 109, 20 York

Street, Glasgow G2 8GT to which they are required to attend. The mode of service being by way of letterbox service.

5. The letter itself sets out the details of the application made and invites the Respondents to make written representations to the Tribunal by 8 November 2019; highlights to the Respondents that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing including making a decision on the application; and that if either or both did not attend the Case Management Discussion, this would not stop a decision or order being made by the Tribunal if the Tribunal considers that it has sufficient information before it to do so and the procedure has been fair.
6. No written representations were lodged by the Respondents.

### **The Case Management Discussion (CMD) on 20 November 2019**

7. The Applicant attended personally.
8. The Respondents were not in attendance. I was satisfied proper intimation of the date and time had been made on the Respondents. I proceeded in their absence.
9. The documents lodged in support of the application were examined and discussed. The Rent Statement had been produced but was not up to date and required correction.
10. The Applicant is seeking a payment order to enforce against the Respondents but wished the opportunity to lodge an amended and corrected Rent Statement to more accurately reflect the amount due and to allow for amendment of the sum sought. He asked for a continuation to another Case Management Discussion (CMD) for this purpose. I agreed to do so and noted that the fresh documents will be lodged timeously and will also be crossed over to the Respondents to allow them to consider their position and participate in the next CMD if they wish.
11. The Applicant sought a teleconference facility at the next CMD as he had travelled a distance to attend and I agreed to that.
12. The next CMD was arranged for 11 December 2019 at 2pm: Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT with the facility of a Conference Call.
13. On 21 November 2019 the first CMD Note was issued to the Parties. This included details of the day, time and place of the CMD as above. Further formal intimation of the second CMD was made on the Parties on 22 November 2019 intimating that the Room assigned was 109 and the details for the Conference call.
14. On 21 November 2019 the Applicant submitted a fresh up to date Rent Account Statement and other documentation showing contact between the Parties relating to the rent arrears.
15. On 28 November 2019 the Applicant further clarified he was seeking an Order for Payment for the current sum due of £5,275 as per the fresh Rent Account Statement. Further paperwork relating to requests for payment of the rent arrears was produced.
16. The additional documentation received by the Tribunal was crossed over to the Respondents.

## **The Case Management Discussion on 11 December 2019 (Conference call)**

17. The Applicant participated by conference call.
18. The Respondents were not in attendance and did not participate by Conference call. I was satisfied proper intimation of the date and time had been made on the Respondents. I proceeded in their absence.
19. All documents lodged in support of the application were examined and discussed. The updated Rent Statement showed rent arrears had accrued between 12 September 2018 and 12 November 2019. For that period the rent due was £6375. Payments had been made totalling £1100 between 16 October 2018 and 28 October 2019. This left a balance of £5,275 due and owing.
20. The Applicant is seeking a payment order to enforce against the Respondents for £5275.
21. No Time to Pay Application had been received by the Tribunal from the Respondents.

### **Findings in Fact**

- I. The Parties entered into a Short Assured Tenancy Agreement (SAT) for an initial term of 6 months from 12 May 2017 until 13 November 2017 and monthly thereafter.
- II. The tenancy is ongoing.
- III. The rental due under the tenancy agreement is £425 per calendar month due on 1<sup>st</sup> of every month.
- IV. The outstanding rent due and owing by the Respondents to the Applicant, after deduction of payments made is £5,275.

### **Finding in Fact & Law**

- V. The sum of £5,275 is due and resting owing by the Respondents to the Applicant and an Order for Payment is made.

### **Reasons for Decision & Decision**

22. The contractual terms of the SAT entitle the Applicant to recover from the Respondents unpaid rent due. I was satisfied that the paperwork produced, and the oral information given evidenced that unpaid rent is due and owing. The Parties entered into a Short Assured Tenancy Agreement (SAT) for an initial term of 6 months from 12 May 2017 until 13 November 2017 and monthly thereafter. The tenancy is ongoing. The rental due under the tenancy agreement is £425 per calendar month due on 1<sup>st</sup> of every month. The outstanding rent due and owing by the Respondents to the Applicant, after deduction of payments made is £5,275. The paperwork also disclosed a willingness on the part of the Respondents to clear the arrears in due course.

### **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.

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Legal Member/Chair

Susan Christie

11 December 2019

Date