

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 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref:FTS/HPC/CV/18/3247

Re: Property at 102 Glencairn Street, Stevenston, KA20 3BT (“the Property”)

Parties:

Mr Alan Bowker, 6 Sorbie Road, Ardrossan, Ayrshire, KA22 8AQ (“the Applicant”)

Mr Alan Kusz, C/O 102 Glencairn Street, Stevenston, KA20 3BT (“the Respondent”)

Tribunal Members:

Martin McAllister (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 should be made against the Respondent in favour of the Applicant for the sum of £2,625.

Background

This is an application in respect of an order for payment in respect of arrears of rent. The application is under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 and Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016. The tenancy in respect of the Property commenced on 11th July 2018 and the monthly rent stipulated in the Private Residential Tenancy Agreement was £375.

Case Management Discussion

The Applicant was present and the Respondent made no appearance.

Preliminary Matters

The purpose of a case management discussion was explained to the Applicant.

Findings in Fact

1. The Private Residential Tenancy commenced on 11th July 2018.
2. The monthly rental in terms of the tenancy agreement was £375 per month.
3. The rent arrears as at 27th March 2019 are £2,625.

Reasons for Decision

Documents before Tribunal

1. Private Residential Tenancy Agreement dated 11th July 2018.
2. Copy bank statements of the Applicant .
3. Rent Statement as at 11th January 2018 showing rent arrears of £1,875.
4. Updated Rent Statement produced on 27th March 2019 showing rent arrears of £2625.
5. Sheriff Officer's Certificate of Service dated 5th March 2019.

The Applicant said that no rent had been paid by the Applicant since he had submitted the rent statement to 11th January 2019. He produced an updated statement showing the rent arrears to be £2,625. The Applicant said that there were no other documents he could lodge or witnesses he could lead to advance his application and he hoped that the matter could be determined at the case management discussion.

I was satisfied that the respondent was in arrears of £2,625. I was satisfied with the rental statements and the evidence of the Applicant with regard to the arrears position. I saw no reason not to determine the matter without a Hearing.

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment should be made against the Respondent in favour of the Applicant for the sum of £2,625.

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.

Mr Martin McAllister

Legal Member/Chair

27/3/19

Date

RENT STATEMENT - TENANT Mr. ALLAN KUSZ


The following gives a comprehensive list of all rental payments paid by Mr Allan Kusz in respect to the Tenancy Agreements which initiated 11/07/2018.
 Rental agreed monthly sum was £375.00 per calendar month - paid in advance.
 The copies of bank statements attached cover all dates from 27th June 2018 (approximately 2 weeks prior to Rental Agreement) through to and including 26th November 2018.
 The only payment from Mr Kusz showing and received was upon 30th August 2018, a sum that covered his rental from 11th August 2018 until 11th September 2018.
 It may be noted that this payment was approximately two weeks late in receipt.
 I have redacted each and every Debit, Credit and Balance from all statements APART from the one deposit paid by Mr Kusz.
 Please note that I have not redacted or hidden any other item or detail whatsoever, and all "Descriptions" remain legible and unedited.
 The originals can be made available to the Court for inspection and verification if requires - and I have signed and dated each sheet to verify.
 As stated within other forwarded papers, I did receive a total sum of £750,00 in cash from Mr Kusz just prior to handing over keys to cover his first month rental in advance - namely 11th July to 11th August 2018 - plus one moth Deposit which I promptly forwarded to Safe Deposits Scotland.
 I gave Mr Kusz a signed receipt for this full sum which also indicated the reason for the payment and rental dates it covered. I did not personally keep a copy of that receipt.
 For simplification, I do not include that deposit sum of £375.00 in rent account below, and I have since formally requested that full sum is returned to me by Safe Deposits Scotland to offset rent owing.
 Whether that sum is taken into consideration (if deemed due to myself then I understand I will be notified by end of January 2019), I believe that Mr Kusz is already in rent arrears by more than the legal significant three months.

PERIOD of TENANCY	DATE DUE	DATE PAID	SUM PAID	BALANCE/ARREARS*
11/07 - 11/08/18	11/07/2018	11/07/2018	£375.00	-
11/08 - 11/09/18	11/08/2018	-	-	{ £375 }
		30/8/2018	£375.00	-
11/09/- 11/10/18	11/09/2018	-	-	{£750}
11/10 - 11/11/18	11/10/2018	-	-	{£1125}
11/11 - 11/12/18	11/11/2018	-	-	{£1500}
11/12 - 11/01/19	11/12/2018	-	-	{£1875}

* Less £375.00 if Deposit released from Safe Deposits Scotland

+ 750

 £2625


 27/3/2019.