



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/19/3263

Re: Property at The Olde Laundry House, Keithock, Brechin (“the Property”)

Parties:

Mr Jeremy Garrett-Cox, Keithock House, Brechin, DD9 7QD (“the Applicant”)

Miss Kelly-Louise Jamieson, Mr Adam Hayes, c/o 1 Stables Cottage, Keithock, Brechin, DD9 7QD; 59 Hillview, Brechin, DD9 7EN (“the Respondent”)

Tribunal Members:

Jan Todd (Legal Member)

Decision (in absence of the Respondents)

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment for the sum of £1144.10 be granted against the First Respondent in respect of rent arrears and water and sewerage charges arising out of the tenancy of the Property by the First Respondent from the Applicant.

Background

This was a case management discussion (CMD) in respect of an application by the Applicant dated 10th October 2019 for an order for payment in respect of arrears of rent and water and sewerage charges against the Respondents who were the Tenants in a tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

1. A copy of the Private Rented Tenancy Agreement dated 7th November 2019 entered into between the Applicant and Mr Adam Hayes and Ms Kelly-Louise Jamieson the tenants.
2. Copy bank statements from November 2018 to February 2019.
3. Rent, water and sewerage payment schedule from 9th November 2018 to 9th March 2019.

The Applicant is claiming arrears of sums due on terms of the tenancy agreement in respect of rent and water and sewerage payments which were also due to be paid by the tenants in terms of the Tenancy Agreement. The Rent is £700 per month payable in advance commencing on 9th November 2019 all in terms of the tenancy agreement. For this property and as agreed in the lease the sum due by the Respondents for water and sewerage charges was £52.65 per month.

The last rent shown as paid was on 11th January. The Applicant also advised in his application that the deposit of £700 was successfully claimed by himself from the tenancy deposit company. £200 was awarded for cleaning costs and the rest for non-payment of rent.

The Respondents have been given notice of this CMD by sheriff officers on 19th November. No written representations have been received. The Tribunal considered it appropriate to proceed with the CMD in the absence of the Respondents fair notice having been given.

CMD discussion

- The Convener made introductions and explained the purpose of the CMD which is to explore the issues and to determine whether a full hearing is required or not. The Convener confirmed that the Tribunal can make any decision at a CMD that it can make after a full hearing.
- The Applicant attended.
- Neither Respondent attended nor had either made any written representations.
- The Applicant confirmed that the details in the application were correct; in particular that the tenancy had come to an end when the last of the tenants possessions were removed on or around 17th April and the last tenant left the Property; that no further sums towards the rent or other charges have been paid since January 2019 despite an agreement having been reached with at least one of the Respondents for regular payments to be made.
- In addition the Applicant explained that water and sewerage costs were also chargeable in terms of the lease as the Property does not have its own meter and has a septic tank. The Applicant is therefore responsible for paying the full water and sewerage costs for the main property and all rental properties on the land and he charges the tenants a proportion for their usage based on the same rates charged on the Council Tax statement.
- He advised he was seeking the sum of £1,144.10 being the sums outstanding as per the statement of charges less the sum claimed from the deposit of £500.

- The legal member noted that according to the statement provided it appeared that a total sum of £3600 for rent plus £263.25 for water and sewerage were charged and with payments made of £2008.55 this left a balance due of £1854.70 which is more than the balance shown on the statement. The applicant confirmed he was just seeking the sum claimed which was the balance shown of £1644.10 less the sum of £500 being the part of the deposit released for rent arrears.
- The applicant also confirmed that he had included rent due in advance on 9th March but not any rent or charges due after 9th April until the Property was vacated.

- **Findings in Fact**

1. The Applicant had entered into a lease of the Property with the Respondents as tenants dated 7th November 2018.
2. The lease was terminated on or around 17th April 2019 when the last tenant removed from the Property.
3. The rent due in terms of the lease was £700 payable monthly in advance.
4. The rent outstanding as at April 2019 was £1854.70, the last payment having been made 11th January 2019.
5. The deposit of £700 was successfully reclaimed by the Applicant from the tenancy deposit company but £200 was awarded in respect of cleaning which reduces the amount available to be awarded towards the arrears to £500.
6. The Applicant is seeking in his application the sum of £1 144.10 being the sum of £1644.10 which is the sum shown outstanding in terms of the rent, water and sewerage statement he has lodged less the sum of £500 reclaimed from the deposit.
7. The sum of £1144.10 is due and outstanding.

- **Reasons for Decision**

The Tribunal found the Applicant credible in his submissions and found his statements corroborated by the written evidence provided.

Although the sum sought is less than the arrears appear to be from the statement lodged by the Applicant, he was content to claim only what he has intimated in his application and which the Respondents have been served notice of.

The Respondents have not lodged any representations in writing nor did they appear in person at the CMD and there are therefore no representations for the Tribunal to take into account to contradict the Applicants claim.

The Tribunal accepted that it was reasonable, having found that there are rent arrears due and owing by the Respondents as tenants, that an order for payment for that sum should be granted.

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.

Jan Todd

Legal Member/Chair

Date

19th December 2019