



**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/19/1847**

**Re: Property at Craigiellin Cottage, Brighton of Ruthven, Meigle, PH12 8RQ ("the Property")**

**Parties:**

**Morris Leslie Limited, Errol Airfield, Errol, Perth, PH2 7TB ("the Applicant")**

**Mrs Wendy Torbet, ADDRESS UNKNOWN, ADDRESS UNKNOWN ("the Respondent")**

**Tribunal Members:**

**Helen Forbes (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 granted against the Respondent in the sum of £5,500.**

**Background**

This is an application in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Rules"). The Applicant is seeking an order for payment in the sum of £5,870.00 for unpaid rent and water and sewerage charges pertaining to a tenancy agreement between the parties. The parties entered into the tenancy agreement in respect of the Property which commenced on 23<sup>rd</sup> August 2018 and ended on 3<sup>rd</sup> July 2019. The rent per month was £595. No rent was paid by the Respondent during the duration of the tenancy agreement.

The application was dated 13<sup>th</sup> June 2019. The Applicant included a copy of the tenancy agreement and a rental statement. The rental statement showed the sum of £5,500 was outstanding in respect of rent. The Applicant also stated that the sum of £150 was outstanding in respect of water and sewerage charges. A further statement was provided by the Applicant dated 21<sup>st</sup> June 2019 in respect of the water and sewerage charges.

A Case Management Discussion was set down for 21<sup>st</sup> August 2019; however, intimation upon the Respondent was unsuccessful and the Case Management Discussion was postponed.

By letter dated 11<sup>th</sup> July 2019, the Applicant's representative lodged an amendment to the application to increase the sums sought to £5714.59 in respect of rent arrears and £155.41 in respect of water and sewerage charges.

### **The Case Management Discussion**

The case called for a Case Management Discussion ("CMD") on 23<sup>rd</sup> September 2019 at the Inveralmond Business Centre, Auld Bond Road, Perth. The Applicant was not in attendance and was represented by Mrs McCartney, Solicitor, appearing as a local agent. The Respondent was not in attendance. Service by advertisement on the Respondent of notification of the CMD was carried out on the First-tier Tribunal for Scotland Housing and Property Chamber website between 15 August 2019 and 23 September 2019. The Tribunal was satisfied that parties had been given reasonable notice of the CMD and that the requirements of Rule 24(1) had been complied with.

Mrs McCartney moved for an order in the sum of £5714.59 in respect of rent arrears and £155.41 in respect of water and sewerage charges, as sought by amendment dated 11<sup>th</sup> July 2019. Responding to questions from the Tribunal as to whether the rules had been complied with in respect of intimation of the amendment upon the Respondent, Mrs McCartney said that the Applicant was in a difficult position given that the Respondent's address was unknown. Mrs McCartney wondered whether the service by advertisement upon the Housing and Property Chamber website had incorporated the amendment. The Clerk to the Tribunal confirmed that this was not the case and only the date, time and place of the hearing was advertised.

Responding to questions from the Tribunal regarding the water and sewerage charges, Mrs McCartney said there was a private water supply to the Property. This was not provided for within the tenancy agreement but there had been a verbal agreement between parties that the sum of £15 was payable per month in respect of water and sewerage charges.

### **Findings in Fact**

1. The parties entered into a tenancy agreement in respect of the Property which commenced on 23<sup>rd</sup> August 2018 and ended on 3<sup>rd</sup> July 2019.
2. In terms of the tenancy agreement, the Respondent agreed to pay the sum of £595 per month in rent.
3. No rental payments were made throughout the tenancy.
4. Rent lawfully due to the Applicant has not been paid by the Respondent.

### **Reasons for Decision**

Rent lawfully due to be paid by the Respondent in the sum of £5,500 in terms of the tenancy agreement has not been paid. The Applicant is entitled to recover rent lawfully due.

The Tribunal refused the motion to increase the sum sought, as the amendment had not been intimated upon the Respondent.

The Tribunal refused the motion for recovery of the sums said to be due in respect of water and sewerage charges as the tenancy agreement did not provide for payment of these charges by the Respondent.

### **Decision**

An order for payment is granted against the Respondent in the sum of £5,500.

### **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.**

**Helen Forbes**

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**Legal Member/Chair**

*23rd September 2019*  
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**Date**