

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 16 of the Housing (Scotland) Act 2014 and Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017

Chamber Ref: FTS/HPC/CV/18/2408

Re: Property at 35 Jordanhill Crescent, Glasgow, G13 1UN (“the Property”)

Parties:

Mr Christopher Killen, 6 Prestbury Road, Wilmslow, Cheshire, SK9 2LJ (“the Applicant”)

Sunil Bhalla, c/o Lorna McCann, McIntosh and McCann, solicitors, 486 Dumbarton Road, Glasgow, G11 6SL and Mrs Amanda Bhalla having an address at 35 Jordanhill Crescent, Glasgow, G13 1UN (“the Respondents”)

Tribunal Members:

Karen Moore (Legal Member) and Elaine Munroe (Ordinary Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are liable to the Applicant in respect of rent due amounting to Seventeen Thousand Five Hundred Pounds (£17, 500.00).

Background

1. By application received on or around 20 September 2018, the Applicant applied to the Tribunal for an Order requiring the Respondents to pay rent amounting to £10,500.00 due by them in terms of a tenancy at the Property, a copy of said tenancy being lodged with the Tribunal as part of the said application.

2. The said application was accepted by the Tribunal and a Case Management Discussion (the “CMD”) was held on 16 November 2018 at which CMD, the Applicant did not appear and was represented by Mr. Horsham of Harper McLeod LLP, solicitors. The first-named Respondent appeared. The second-named Respondent did not appear.

3. The first-named Respondent advised the Tribunal that he had given notice to the Applicant to terminate the tenancy and that he understood that, subsequently, a new tenancy agreement had been entered into between the Applicant the second-named Respondent. The first-named Respondent disputed liability for the rent due.

4. Mr. Horsham advised the Tribunal that he had no note of a new tenancy agreement, that rent remained unpaid and moved to amend the sum claimed to £14,000.00 being the amount currently due, which amendment was allowed by the Tribunal.

5. As matters were in dispute, a Hearing on evidence of was fixed. The first-named Respondent was directed to provide evidence of the notice which he had given to the Applicant within 21 days of the date of the CMD.

Hearing

6. A Hearing was fixed for 3 January 2019 at which the Applicant appeared on his own behalf. Neither the first-named Respondent nor the second-named Respondent appeared.

7. The Applicant advised the Tribunal that the both Respondents appeared to have abandoned the Property and that no rent had been paid, the total sum now due and owing being £17,500.00 and requested that the sum claimed be amended to this amount, which amendment was allowed by the Tribunal.

8. The Tribunal noted that it had not received evidence of the notice which the first-named Respondent had claimed to have given to the Applicant. The Applicant confirmed that he had not received evidence of this either.

Findings in Fact

9. The Tribunal found that there is or had been a tenancy of the Property between the Applicant and the Respondents and, having no reason to disbelieve the Applicant who gave evidence in straightforward manner, that rent amounting to £17,500.00 is due to him at the date of the Hearing.

10. No evidence was before the Tribunal that the first-named Respondent had terminated or relinquished his right in the tenancy. The second-named Respondent had not intimated any opposition to the Application

Reasons for Decision

11. The Tribunal accepted the Applicant's position that rent amounting to £17,500.00 is due to him at the date of the Hearing.

12. There being no evidence before it to find that the first-named Respondent had terminated or relinquished his right in and liability for the tenancy, and, the second-named Respondent not having intimated any opposition to the Application, the Tribunal determined that both Respondents are liable to the Applicant in respect of the sum now claimed.

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.

Karen Moore

Legal Member/Chair

Date 3 January 2019