

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**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/19/3190**

**Re: Property at 1 Limewood Place, Drumpellier Lawns, Bargeddie, G69 7SZ  
("the Property")**

**Parties:**

**Ms Margaret Bennett, C/O The Property Bureau, Melville House, 70 Drymen  
Road, Bearsden, G61 2RU ("the Applicant")**

**Mr Andrew Perry, 18 Gartloch Way, Gartcosh, G69 7SZ ("the Respondent")**

**Tribunal Members:**

**Mary-Claire Kelly (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the  
Tribunal") determined to grant an Order for Payment in the sum of NINE  
HUNDRED AND FORTY POUNDS AND TWENTY-SEVEN PENCE (£940.27)**

1. By application received on 8<sup>th</sup> October 2019 the applicant sought an order for payment of £940.27. The applicant lodged a copy lease, copy AT5, copy "check out" letter and copy rent account for the period from 27<sup>th</sup> March 2017 to 27<sup>th</sup> August 2019.
2. A case management discussion took place on 16<sup>th</sup> March 2020. The applicant was represented by Martin Smith, Letting Agent from Property Bureau, 70 Drymen Road, Bearsden G61 2RH
3. The respondent did not attend. The Tribunal were satisfied that proper notice of the CMD had been given to the respondent in terms of Rule 24.1. Following his removal from the property the applicant's representative did not have a forwarding address other than a business address. Sheriff Officers carried out a trace enquiry. A positive trace was found at the address above. Papers in respect of the present application were served by Sheriff Officers on that

address on 17<sup>th</sup> February 2020. On that basis the Tribunal proceeded with the hearing in terms of Rule 29.

### **The Case Management Discussion**

4. Mr Smith confirmed that the respondent had moved into the property in March 2017. He had paid his rent regularly and there were no arrears until the last month of the tenancy. Mr Smith confirmed that the tenancy was a short assured tenancy in terms of the Housing (Scotland) Act 1988. The initial period of let was from 27<sup>th</sup> March 2017 until 27<sup>th</sup> September 2017. Thereafter the tenancy continued on a monthly basis. The rent due in terms of the tenancy agreement was £1100 per month.
5. A “check out” letter dated 25<sup>th</sup> June 2019 had been lodged with the application. The letter asked the respondent to leave the property on 27<sup>th</sup> August 2019.
6. Mr Smith advised that the respondent had been unhappy that the tenancy was being brought to an end. He had asked if the applicant would consider extending the tenancy however, she was not prepared to do so. The respondent then secured alternative accommodation and asked if he could end the tenancy earlier than the proposed date of 27<sup>th</sup> August 2019. This was also refused.
7. Mr Smith advised that the respondent left the tenancy without paying the rent due from 1<sup>st</sup> to 27<sup>th</sup> August 2019 which amounted to £940.27.
8. After the respondent had left the tenancy, Mr Smith had contacted him via telephone and email to request payment however, the respondent failed to reply.

### **9. Findings in Fact**

- a) The applicant and the respondent entered into a Short Assured Tenancy Agreement in respect of the property.
- b) The initial term of the tenancy was from 27<sup>th</sup> March 2017 to 27<sup>th</sup> September 2017 and thereafter the agreement continued on a month to month basis.
- c) The rent due in terms of the agreement was £1100 per month.
- d) The respondent failed to pay the rent due for the period from 1<sup>st</sup> August 2019 to 27<sup>th</sup> August 2019 when the tenancy ended.
- e) The amount outstanding to the applicant amounted to £940.27.

### **10. Reasons for Decision**

The Tribunal had regard to the lease agreement, rent account and the “check out” letter issued to the respondent. The Tribunal accepted the documents as genuine copies. The Tribunal took into account the evidence from Martin Smith the letting agent and applicant’s representative. The Tribunal found him to be credible and reliable and saw no reason to disbelieve his representations. The respondent was not present or represented and had presented no evidence to contradict the applicant’s position.

### **11. Decision**

The Tribunal determined to grant an Order for Payment in the sum of NINE HUNDRED AND FORTY POUNDS AND TWENTY-SEVEN PENCE (£940.27).

### 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.

Mary-Claire Kelly  
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Legal Member/Chair

16<sup>th</sup> March 2020  
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Date