



**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/18/3213

Re: Property at 66 Beil Drive, Glasgow, G13 4DB (“the Property”)

Parties:

Mr Robert Crawford, C/O K Crawford, 44 Beil Drive, Glasgow, G13 4DB (“the Applicant”)

Ms Julie McMahononey or MacMahoney, 66 Beil Drive, Glasgow, G13 4DB (“the Respondent”)

Tribunal Members:

Andrew Upton (Legal Member) and Gerard Darroch (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) unanimously determined that an order for payment should be granted against the Respondent in the sum of FIVE THOUSAND AND FIFTY POUNDS (£5,050.00) STERLING.

FINDINGS IN FACT

1. The Applicant is the heritable proprietor of the Property.
2. The Respondent is the tenant of the Property under and in terms of a Private Residential Tenancy with the Applicant which commenced on 1 September 2018 (“the Tenancy Agreement”).
3. The rent payable under the Tenancy Agreement was £650 per calendar month.

4. In terms of the Tenancy Agreement, a tenancy deposit of £500 was payable by the Respondent to the Applicant.
 5. The Respondent has not paid any rent since the commencement of the tenancy.
 6. The total rent arrears due by the Respondent to the Applicant is the sum of £4,550.
 7. The Respondent has not paid the tenancy deposit to the Applicant.
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FINDINGS IN FACT AND LAW

1. The Respondent is under contractual obligation to make payment to the Applicant in the sum of £650 per calendar month in respect of rent.
2. The Respondent is under contractual obligation to make payment to the Applicant in the sum of £500 as a tenancy deposit.
3. The Respondent has breached her tenancy agreement by failing to make any payment of rent and by failing to pay the tenancy deposit.

STATEMENT OF REASONS

1. This case called before the Tribunal on 27 March 2019 at 10.00am for a Hearing. The Applicant was personally present. There was no appearance for or on behalf of the Respondent. Prior to the Hearing, the Respondent telephoned the Tribunal to advise that she was aware of the Hearing but would not be attending. She explained that she felt threatened by the Applicant and would not be in a room with him. She did not request that the Tribunal cancel the Hearing or take any other steps. In any event, the Respondent has not engaged with the Tribunal in respect of this Application prior to the Hearing, nor has she submitted any defence to the proceedings. Accordingly, having regard to the Overriding Objective in Rule 2 of the Tribunal Rules of Procedure, the Tribunal determined that the Hearing should proceed.

Mr Andrew Upton

2. As a preliminary matter, the Tribunal considered the Applicant's email of 13 March 2019 in terms of which he sought to amend the Application by (i) removing reference to a tenancy deposit, and (ii) introducing a case for payment of damages in respect of damage he contends has been caused to the Property ("the Damages Claim"). We consider that the Damages Claim represented a New Issue within the meaning of Rule 14 of the Tribunal Rules of Procedure. In terms of Rule 14, where a New Issue is sought to be introduced, the Tribunal must give the Respondent an opportunity to provide written representations in respect of that issue within 14 days thereafter. The Tribunal was unable to do so prior to the Hearing. Accordingly, the New Issue could not be introduced. The Applicant withdrew his request to amend the Application, and the Hearing proceeded based on the Application as amended on 27 February 2019.
3. The Applicant told the Tribunal that the Respondent had not paid rent for seven months. As such, the sum of £4,550 was due and outstanding. Further, in terms of the Tenancy Agreement regulating the tenancy of the Property, the Respondent was under obligation to make payment of a tenancy deposit in the sum of £500 to the Applicant, but had not done so.
4. The Applicant's position mirrored that stated by him at the Case Management Discussion on 27 February 2019. The Respondent was given notice of the Hearing, and was aware that the Applicant contended that (i) the Tenancy Agreement produced by him with the Application was the agreement regulating the tenancy between them, (ii) rent was payable at £650 per calendar month, (iii) seven months' rent arrears had accrued, and (iv) a tenancy deposit of £500 was due by the Respondent and unpaid. The Respondent has not availed herself of the opportunity to dispute those matters. She was not present at the Hearing, and has not made any written representations to dispute those facts. Accordingly, the Tribunal determined that those facts were not in dispute.
5. For those reasons, the Tribunal unanimously determined that the Respondent was under contractual obligation to make payment to the Applicant of rent at a

rate of £650 per calendar month. Rent arrears in the sum of £4,550, being seven months' arrears at £650 per month, are due by the Respondent to the Applicant. Further, the Tribunal unanimously determined that the Respondent is under contractual obligation to make payment to the Respondent of a tenancy deposit in the sum of £500 and has not done so.

6. Accordingly, the Tribunal granted an order for payment by the Respondent to the Applicant in the sum of £5,050.

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 Andrew Upton

Legal Member/Chair

27 MARCH 2019
Date