



**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/18/3227

**Re: Property at The Bothy, 22 Back Street, Newmill, Keith, Banffshire, AB55
6UT (“the Property”)**

Parties:

**Mr Robert Hood, 22 Back Street, New Mill, Keith, Keith, Banffshire, AB55 6UT
 (“the Applicant”)**

**Miss Lindsay Margaret Thain, 18 Duff Street, Keith, Banffshire, AB55 5EA (“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 in the sum of £438 should be
granted in favour of the Applicant**

Background

By Application dated 26th November 2018, the Applicant sought an order for payment in the sum of £438 in respect of outstanding rent and other sums due in respect of a tenancy agreement between the parties that commenced on 25th September 2018 and ended on 31st October 2018. The rent was £500 per month.

Case Management Discussion

A Case Management Discussion took place at Banff Sheriff Court on 17th April 2019. The Applicant was in attendance. There was no attendance by the Respondent. Notification of the Case Management Discussion had been made upon the Respondent by Sheriff Officers on 28th March 2019. The Tribunal had a copy of the Notice of Citation of that date before it. The Tribunal also had a copy of

representations made by the Respondent by email dated 9th April 2019. The Tribunal was satisfied that the Respondent was aware of the Case Management Discussion, and that, in terms of Rule 29, the case could be heard in the absence of the Respondent.

Preliminary Matter

The Tribunal noted that the Application had been made under Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Rules"). The tenancy agreement purported to be a Short Assured Tenancy, but it had commenced in September 2018, therefore, it could only be a Private Residential Tenancy in terms of The Private Housing (Tenancies) (Scotland) Act 2016. The Application ought to have been made in terms of Rule 111. The Applicant accepted that this was the case and asked the Tribunal to amend the Application to an application made under Rule 111. The Tribunal considered there was no prejudice to the Respondent in allowing this amendment and the Application was duly amended.

The Applicant said that the Respondent paid £200 to him on 18th September 2018. The remaining rent of £368 due for the period of the lease was not paid.

The Respondent had agreed verbally to make payment in the sum of £100 to the previous tenant for heating oil left in the oil tank at the start of the Respondent's tenancy. No such payment had been made by the Respondent, and the Applicant had eventually made this payment to the previous tenant. During the tenancy, the Respondent had used £60 worth of heating oil. The lease provided that the Respondent was responsible for paying for heating oil used during the tenancy.

The Respondent did not return the keys to the Applicant at the end of the tenancy. The Applicant had to get new keys cut, and this cost £10.

The Applicant had been provided with a copy of the written representations made by the Respondent dated 9th April 2019. He disputed matters raised by the Respondent, particularly that she had requested his landlord registration number and that he had harassed her.

In all the circumstances, the Applicant was seeking the sum of £438 as stated in the Application.

Findings in Fact

In terms of the lease between the parties, the rent due per month was £500. The Respondent had only paid the sum of £200, leaving a sum of £368 due for the period of the tenancy. The Respondent was responsible for the payment of heating oil used during the tenancy and had failed to make this payment. The Respondent failed to return the keys to the property. The Applicant is entitled to these sums which are lawfully due.

Reasons for Decision

The Respondent has failed to make payment of sums lawfully due. The Respondent did not dispute in her written representations that the sums sought were due, and stated she was withholding the sums due as the Applicant had not provided his landlord registration number and was withholding her property. These were not matters that could be taken into account by the Tribunal in reaching a decision.

Decision

The Tribunal granted an order for payment in the sum of £438.

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.

Ms Helen Forbes

Legal Member/Chair

17th April 2019

Date