



**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/18/3262

**Re: Property at 5 Ledcameroch Crescent, Bearsden, Glasgow, G61 4AD (“the
Property”)**

Parties:

**Mr Andrew Hashmi, Ms Marie Queen, 476 Transit Road, Victoria V8S 4Z5,
British Columbia, Canada (“the Applicants”)**

**Mr David Reid, Waterside Classics, 428 Helen Street, Govan, Glasgow, G51
3HR (“the Respondent”)**

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that**

Background

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 70 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £12,500 to the Applicants along with any further sums due from 30th November 2018 to the date an order is made.
2. The application contained:-
 - a copy of the Tenancy Agreement; and
 - a copy of the rental statement covering the period 22 October 2016 – 22 November 2018

3. On 21 January 2019 there was submitted an email from the Applicants seeking to amend the sum to £17,500 and attached to that email was an updated rent statement showing additional rent arrears outstanding as at 22 January 2019.
4. The Applicants' representative, Ms Caldwell, from Messrs TC Young, attended on behalf of the Applicants. There was no appearance from the Respondent. I was however satisfied that the Respondent had had formal notice of today's hearing and I was therefore prepared to proceed in his absence.
5. Notice of the Hearing together with a copy of the application and confirmation that the Respondent could make written representations in response to the application had been served on the Respondent on 6 February 2019.
6. The sheriff officers had written advising that when they had saved the papers on the Respondent he had advised them that he had paid £5000 towards the arrears and he had an arrangement in place for the balance.

The Hearing

7. The Applicants' representative noted that there was a tenancy agreement between the Applicants and the Respondent. This application related to unpaid rent due in terms of that agreement.
8. The Applicants' agent advised that the rent arrears were still outstanding as at today's date.
9. She agreed that there had been a payment made by the Respondent of £5000 in around 18 January 2019, but there had been no further payments received since that date .
10. She lodged an amended rent statement showing outstanding rent due as at 22 February 2019. She submitted that the £5000 had been allocated to arrears and further submitted that she was seeking to amend the sum sued to £15,000 as there was now a further months' rent owing as at 22 February 2019. The current arrears now therefore totalled £15,000.

Findings in Fact

11. The Tribunal found the following facts to be established:
12. A tenancy agreement was entered into between the Applicants and the Respondent for the property and existed between the parties. It was entered into on 22 October 2016.
13. Clause 3 of the tenancy agreement provided that rent of £2500 was due per calendar month with the first payment being made on 22 October 2018.

14. Clause 4 provided that the rent was thereafter due to be paid on 20th of each month.
15. That the rental statements showed amounts due each month, amounts received, and rent outstanding. That the rental statements showed no payments having been made for rent due from 22 September 2018 until 22 February 2019.
16. As at 22 February 2019 the rent outstanding appeared to be £15,000.00.

Reasons for Decision

17. Section 16 of the Housing (Scotland) Act 2014 provides that the First Tier Tribunal has jurisdiction in relation to actions arising following from a number of tenancies, including those arising under an assured tenancy within the meaning of section 12 of the Housing (Scotland) Act 1988.
18. As this tenancy is an assured tenancy I am content that I have jurisdiction to deal with this case.
19. There was no response or appearance from the Respondent but he had been notified of today's hearing.
20. The tenancy agreement created obligations between the parties, one of those obligations was to pay rent, and the Respondent has failed to do so. There was submitted a rental statement showing the arrears due and additional information was provided today by the Applicants as to the current rent arrears outstanding as at today's date.
21. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for as at 26 February 2019.

Decision

I grant an order in favour of the Applicants for FIFTEEN THOUSAND POUNDS (£15,000.00) STERLING against the Respondent.

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.

M Barbour

Legal Member/Chair

26. 2. 19.

Date