



**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/19/0015**

**Re: Property at 27 Orefield Place, East Mains, East Kilbride, G74 4BB (“the  
Property”)**

**Parties:**

**Mr Charles Gallagher, Flat 3, 98A Kingston Road, London, SW19 1LX (“the  
Applicant”)**

**Ms Linda Johnston, 27 Orefield Place, East Mains, East Kilbride, G74 4BB (“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 £17,308.40 in relation to rent arrears due by the Respondent.
2. The application contained:-
  - a copy of the Tenancy Agreement; and
  - a copy of a rent statement.
  -
3. The Applicant’s representative, Ms Caldwell, from Messrs T C Young, attended on behalf of the Applicant. There was no appearance from the

Respondent. It appeared that the Respondent's representative had had notice of today's hearing and I was therefore prepared to proceed in the absence of the Respondent.

### Hearing

4. The Applicant's representative moved to amend the sum sought to £19,548.40 in terms of Rule 14A of the Tribunal Rules. I had sight of a copy letter sent to the Respondent. I was prepared to allow that amendment.
5. I had regard to the terms of the tenancy agreement which had been lodged by the Applicant. The Applicant noted that although the tenancy agreement lodged had not been signed, evidence of the rent payments by the Respondent would support her position that a tenancy had been entered into between the parties on the terms of the agreement submitted. She also noted that to date neither the Respondent nor her representative had objected to the application or appeared to dispute the sums sought.
6. She advised that the Applicant had contacted the Respondent about her rent and arrears. He had made attempts to get the Respondent to pay her rent and arrears, he had made numerous telephone calls to her and sent numerous letters to her. He had also tried to contact the Council Tax section of the Council to try and find out about the Respondent's benefit situation; however they had not been forthcoming with him due to confidentiality issues.
7. She submitted that there was a tenancy agreement between the parties, and rent in terms of it was due and she was looking to have an order granted today for the amended sum. She confirmed that this was the sum currently outstanding and due.

### Findings in Fact

8. The Tribunal found the following facts to be established:
9. A tenancy agreement appears to have been entered into between the Applicant and Respondent for the property and existed between the parties.
10. It appears to have commenced in around 6 October 2013.
11. Clause 1.9 of the tenancy agreement provided that rent of £560.00 was due per calendar month in advance, with payments being due on 5<sup>th</sup> day of each rental period.
12. That the rental statement showed amounts due each month, amounts received, and rent outstanding.

13. That the rental statement showed a number of separate payments of £560 being paid.
14. That the rental statement showed entries from 26 October 2013 until 5 December 2018.
15. That the rental statement showed a balance in arrears of £17,308.40 as at 5 December 2018.
16. That as at 26 April 2019 the rent outstanding appeared to be £19,548.40.

#### 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 or her representative, but her representative 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 April 2019.

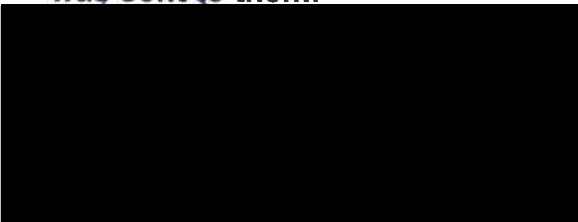
#### Decision

22. I grant an order in favour of the Applicant for NINETEEN THOUSAND FIVE HUNDRED AND FORTY EIGHT POUNDS FORTY PENCE (£19,548.40) 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.



26.4.19

Legal Member/Chair

Date

~~\*Insert or Delete as required~~

MS