



**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/18/1456**

**Re: Property at 40 Tweed Crescent, Dundee, DD2 4DU (“the Property”)**

**Parties:**

**Mr Alan McIntosh, Mrs Fiona McIntosh, Invergrange, Grange Road, Monifieth, Angus, DD5 4PT (“the Applicant”)**

**Mr Bruce Robertson Storie, 319A High Street, Kirkcaldy, KY1 1JL (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the order for payment is granted to the amount of £2240.**

**Background**

1. This is an application in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicants are seeking an order for payment of the sum of £2240 in terms of s16 of the Housing (Scotland) Act 2014.
2. The parties entered into a Short Assured Tenancy between 28<sup>th</sup> May 2016 for a 12 month period and on a month to month basis thereafter with a two month notice period for either party to terminate the tenancy. The rent payments of £560.

3. The Tribunal had before it the following documents:
  - a. Application dated 12<sup>th</sup> June 2018 received by the Housing and Property Chamber 6<sup>th</sup> August 2018.
  - b. Tenancy agreement between the parties signed 27<sup>th</sup> May 2016 with the commencement of the tenancy on 28<sup>th</sup> May 2016 for a 12 months period until 27<sup>th</sup> March 2018.
  - c. Form AT5 signed by the parties on 27<sup>th</sup> May 2016.
  - d. Rent statement from 27<sup>th</sup> November 2017 to 28<sup>th</sup> February 2018.
  - e. Sheriff Officer certificate of service dated 8<sup>th</sup> October in connection to the service of documents from Housing and Property Chamber pertaining to the CMD including notification of the date of the Case Management Discussion ("CMD") on 25<sup>th</sup> October 2018 at 10 am.
4. The Respondent left the Property on 2<sup>nd</sup> February 2018. He wrote to the Applicants on 26<sup>th</sup> January 2018 informing him that he was to leave the Property.

### **Case Management Discussion**

5. The Tribunal held a Case Management Discussion ("CMD") on 25<sup>th</sup> October 2018. The Applicants were not present but had elected for their representatives from Smart Move Letting Management Ltd to appear on their behalf. Mr George Reynolds and Mr Richard Thomson appeared as the Applicants representatives. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Tribunal considered the Application.
6. The Respondent made no contact with the Tribunal prior to the hearing or at the hearing. The Sheriff Officers serviced the notice of the CMD at an address given by the Applicants. The Applicants first application had been refused due to the lack of address for the Respondent. The Applicants instructed a tracer to find the Respondent's address. The Sheriff Officers used the address provided by the tracer. The Sheriff Officers were satisfied that the Respondent resided at the new address. The Sheriff Officers served the documents by letterbox service. The Tribunal was satisfied that the notification of CMD and the paperwork relating to the CMD was served upon the Respondent.
7. The Applicants representatives informed the Tribunal that the Respondent had not been in arrears prior to November 2017 albeit that he had paid his rent at different points in the month. The Applicants representative did not believe that the Respondent had an entitlement to Housing Benefit during his tenancy and as such this is not an outstanding issue. They also informed the Tribunal that the Respondent's partner was residing in the Property but was not a subject of the lease.

## Findings in Fact

8. The parties entered into a Short Assured Tenancy on 28<sup>th</sup> May 2016 with the commencement of the tenancy on 28<sup>th</sup> May 2016 for a 12 months period and on a month to month basis thereafter with a two month notice period for either party. The lease was signed on 27<sup>th</sup> May 2016. An AT5 was signed by both parties on the same date as the lease. The rent charge was £560 per month.
9. The Housing and Property Chamber received an Application on 12<sup>th</sup> June 2018.
10. The Respondent has persistently not made rent payments. There have been more than 3 missed payments. The amount outstanding totals £2240 this includes rent due for the notice period that was not provided by the Respondent as he left without notice. The arrears have resulted from non payment of the rent payments.

## Reasons for Decision

11. The Respondent has failed to make payment of the rent lawfully due in terms of the lease between the parties. The Applicants lodged a rent statement for the period 27<sup>th</sup> November 2017 to 28<sup>th</sup> February 2018 in which payments have been missed to amount to £2240 in rent arrears. The Tribunal was satisfied that there were no other issues of reasonableness before them. The Tribunal decided that the Respondent had persistently not paid the rent and were in arrears. As a consequence the Applicant was entitled to be granted the Order for payment of £2240 against the Respondent.

## Decision

12. The Applicant is entitled to for an order of payment of £2240 by the Respondent. The Order was granted 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.**

G Miller

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Legal Member/Chair

25 OCT 18  
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Date