

**Housing and Property Chamber**  
First-tier Tribunal for Scotland



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 48 of the Housing (Scotland) Act 2014**

**Chamber Ref: FTS/HPC/CV/18/1466**

**Re: Property at 29 Todhill Avenue, Kilmarnock, KA3 2EQ (“the Property”)**

**Parties:**

**Mrs Lynn Hogan, 6 William Street, Kilmarnock, KA3 1EE (“the Applicant”)**

**Miss Nicola Fairbairn, 67 Balfour Court, Kilmarnock, KA3 7TE (“the Respondent”)**

**Tribunal Members:**

**George Clark (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be granted without a hearing and made an Order for Payment by the Respondent to the Applicant of the sum of £275. The Applicant’s request for interest on that sum was refused.**

**Background**

By application, received by the Tribunal on 12 June 2018, the Applicant sought an Order for payment of £275 plus interest. The debt related to the letting of the Property to the Respondent.

The application was accompanied by a part-copy of a Short Assured Tenancy Agreement, commencing on 9 May 2014 and ending on 9 November 2014 and, if not ended on that date, continuing on a month-to-month basis until ended by either party giving two months’ notice to the other. The rent was £475 per month and a deposit of £475 was also payable.

The application was also accompanied by a copy of a letter from the Applicant to the Respondent, dated 14 September 2017, intimating the intention of the Applicant to terminate the lease with effect from 14 October 2017. It was not a Notice to Quit, but the Applicant stated in the application that the Respondent had vacated the Property

on 18 October 2017, leaving 18 days' rent unpaid, the amount due being, therefore, £275.

The Applicant also provided the Tribunal with a copy bank statement showing a payment of rent of £475 received on 2 September 2017, but no payment received in October. She also provided screen shots of text messages between the Parties in December 2017, in which the Respondent stated that she would pay off the debt within three months.

In an e-mail to the Tribunal dated 23 July 2018, the Applicant advised that the deposit of £475 had, with the agreement of the Respondent, been returned by SafeDeposits Scotland to meet the costs of repairs and redecoration and the replacement of a carpet that had been removed by the Respondent. She also stated that she had obtained confirmation that the Respondent had received Housing Benefit for the full period of the tenancy, and confirmation from the Respondent that she had utilised the final payment of Housing Benefit to pay her new landlord upfront.

On 4 October 2018, the Tribunal advised the parties of the date, time and venue of a Case Management Discussion and the Respondent was invited to make written representations no later than 19 October 2018. The Respondent did not make any written representations to the Tribunal.

At a Case Management Discussion held on 23 October 2018, the Tribunal requested from the Applicant a full copy of the Short Assured Tenancy Agreement, together with a rent statement or calculation, and continued the matter to a further Case Management Discussion. On the following day, the Applicant provided the information requested.

On 9 November 2018, the Tribunal advised the Parties of the date, time and venue of the further Case Management Discussion and the Respondent was invited to make written representations no later than 26 November 2018. The Respondent made no written representations to the Tribunal.

### **The Case Management Discussion**

A Case Management Discussion was held at Glasgow Tribunals Centre, 20 York Street, Glasgow, on the morning of 30 November 2108. The Applicant attended the Case Management Discussion, but the Respondent was neither present nor represented.

The Applicant confirmed to the Tribunal that no payments had been received from the Respondent since the date of the application. She also confirmed that the payment received on 2 September 2017 had represented the rent for that month and that the deposit had been utilised in full in meeting repairs and redecoration costs and carpet replacement.

### **Reasons for Decision**

Rule 17 of the Schedule to the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision. The Tribunal was satisfied that it had before it all the information and documentation it required and that it would decide the application without a hearing, noting that the case papers and notification of the Case Management Discussion had been served on the Respondent by sheriff officer on 10 November 2018 and that the Respondent had made no written representations and was not in attendance or represented.

The Tribunal was satisfied that the sum sought in the application was lawfully due by the Respondent, but the Tribunal was not able to make an award of interest on the sum sought. This was accepted by the Applicant at the Case Management Discussion.

### **Decision**

The Tribunal decided to grant the application without a hearing and made an Order for Payment by the Respondent to the Applicant of the sum of £275. The Applicant's request for interest on that sum was refused.

### **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.

**George Clark**

Legal Member/Chair

*30 November 2018*

Date