



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/20/1799

Re: Property at 51 Castings Drive, Falkirk, FK2 7BN (“the Property”)

Parties:

Isobel Harley, 81 Carronside Street, Bainsford, Falkirk, FK2 7QB (“the Applicant”)

Miss Danielle Masefield, 51 Castings Drive, Falkirk, FK2 7BN (“the Respondent”)

Tribunal Members:

Jan Todd (Legal Member) and Frances Wood (Ordinary 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 of the sum of Two Thousand Two Hundred and Fifty pounds in favour of the Applicant be granted.

- **Background**

1. This was a hearing in respect of an application by the Applicant dated 19th August 2020 for an order for payment in respect of arrears of rent for the Property against the Respondent for the period from 30th May 2020 until 30th October 2020. This was the first calling of the case before a Tribunal.
2. The following documents were lodged with the application:-
 - A copy of the Tenancy Agreement dated 30th August 2019
 - Copy of bank statements of Mrs Wendy Ballantyne
 - Copy rent statement from August 2019 to May 2020.
 - Letter from the Applicant confirming that her Daughter Mrs Ballantyne deals with all matters to do with the tenancy and confirming she would be her representative in this application.

The Hearing discussion

3. The Hearing proceeded today by way of teleconference due to the continued requirement at the current time due to the global pandemic for social distancing. The Convener made introductions, and explained how the Hearing would be conducted over the teleconference. The Applicant did not attend but was represented by her daughter Mrs Wendy Ballantyne as the Applicant's representative but who is also a joint landlord in the tenancy.
4. The Respondent did not attend nor was she represented on the teleconference. The Respondent had been served a copy of the application and papers by sheriff officers together with a note of the date and time of the teleconference and details of how to join. The Respondent has been given fair notice and the Tribunal therefore felt it was appropriate and fair to continue in her absence having waited an extra 10 minutes before starting the hearing to see if she would join.
5. Mrs Ballantyne advised that the tenancy is a joint tenancy with Mr Shaun Davis Owen and that payments of the rent had been made until May 2020 when the payment due for 30th May 2020 was not paid. She advised that Mr Davis Owen had left the Property on 8th May 2020 and that the Respondent had confirmed she would be able to meet the payments of rent herself but has not paid any sums since. Mrs Ballantyne confirmed that despite serving a Notice to Leave on both tenants Ms Masefield has not given up the tenancy although she believes she has been living elsewhere although appears to still be attending the Property and collecting mail.
6. Mrs Ballantyne confirmed that she manages the Property on behalf of her mother and as such is named as a joint landlord on the tenancy agreement but has only raised this application in her mother's name although she herself consents to the application.
7. Mrs Ballantyne confirmed that she has not received any further payments from the Respondent and that two further month's rent have become due namely for November and December.
8. The legal convener noted that no application has been made for an increase to the sum sought and asked Mrs Ballantyne whether she was seeking an order for payment today for the sum of £2250 or whether she was looking to request a continuation to amend the application to seek an additional payment. Ms Ballantyne confirmed she was seeking an order for £2250 today and that she may raise a further action in the future when the tenancy was terminated, for any remaining sums due.
9. The written documentation shows a tenancy had been created between the parties where the Respondent and another party leased the Property from the Applicant from 30th August 2019 and agreed to pay £375 rent per month collectively and individually.

Findings in Fact

1. The parties entered into a lease of the Property whereby the Respondent and another party Mr Shaun Davis Owen rented the Property from the Applicant and Mrs Wendy Ballantyne. The lease commenced on 30th August 2019.
2. The Rent due in terms of the lease is £375 per month payable in advance
3. The second tenant, Mr Davis Owen left the Property on 8th May 2020.
4. The Respondent remains in control of the Property and has failed to pay the rent thereafter.
5. The rent outstanding at 31st October 2020 is £2,250 which includes the rent due on 30th October 2020.
6. The Applicant has requested payment but no further payments have been made towards the rent and two further payments are due namely for the 30th November and 30th December both 2020.
7. The deposit is still held pending the Respondent removing from the Property.

• **Reasons for Decision**

8. The parties entered into a lease where the Respondent and Mr Shaun Davis Owen leased the property from the Applicant from 30th August 2019 and agreed to pay £375 monthly.
9. It appears Mr Davis Owen left the Property on 8th May 2020 after an altercation with the Respondent and made the Applicant aware he had left. The Applicant sought assurances that the Respondent could and would pay the full amount of rent and the Respondent advised Ms Ballantyne that she would.
10. The Respondent has failed to make any payment of rent since May 2020. By October 2020 this amounts to 6 missed payments and this is the sum intimated as sought by Mrs Ballantyne in her confirmation to the Tribunal of 3rd November 2020. There has been no further written amendment to this sum by the Applicant as there would have to be for the Tribunal to consider an order for any additional sums.
11. The Applicant is entitled to recover rent lawfully due from the tenant in terms of the lease. Rent is due by the tenants in the lease collectively and individually.
12. The Respondent has made no appearance at this hearing held to consider this application and has made no written representations.
13. The Tribunal accepts the written evidence and verbal statements made by the joint landlord and the Applicant's representative Mrs Ballantyne, who the Tribunal found clear and credible in her evidence that the rent outstanding and due by the Respondent amounts to £2,250.
14. There being no application for time to pay the Tribunal makes an order for payment of the sum claimed.

Decision

An Order for payment of the sum of £2,250 is granted.

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.

Jan Todd

6th January 2021

Legal Member/Chair

Date