



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/0661

Re: Property at 7 MacLean Drive, Bellshill, ML4 2ST (“the Property”)

Parties:

E-Bessant Limited, 272 Bath Street, Glasgow, G2 4JR (“the Applicant”)

Mr David Potter, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Graham Harding (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant was entitled to an order for payment by the Respondent to the Applicant in the sum of £5966.90.

Background

1. By application dated 1 March 2022 the Applicant’s representatives Gilson Gray LLP, Solicitors, Edinburgh applied to the Tribunal for an order for payment in respect of alleged rent arrears arising from the Respondent’s tenancy of the property. The Applicant’s representatives submitted a copy of the tenancy agreement together with a rent statement in support of the application.
2. By Notice of Acceptance dated 12 April 2022 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion (“CMD”) was assigned.
3. Intimation of the CMD on the Respondent was attempted by Sheriff Officers but was unsuccessful as he had moved from the address provided by the Applicant’s representatives. Attempts to trace the Respondent were unsuccessful and intimation of the proceedings on the Respondent proceeded by way of Service by Advertisement on the Housing and Property Chamber

website. Reference is made to the Certificate of Advertisement dated 11 August 2022.

The Case Management Discussion

4. The Applicant was represented by Mr Gray of the Applicant's representatives. The Respondent did not attend nor was he represented. The Tribunal being satisfied that proper intimation of the proceedings having been given by way of Service by Advertisement determined to proceed in the absence of the Respondent.
5. The Tribunal noted that the tenancy had ended on 30 October 2021 and at that time the Respondent was due rent amounting to £6291.90. The Tribunal queried if the Respondent had paid a deposit at the commencement of the tenancy and noted from the tenancy agreement that a deposit of £325.00 was due to be paid and lodged with Letting Protection Service Scotland. Mr Gray was uncertain as to the position with regards to the deposit but thought it likely it would have been paid to the Applicant. Mr Gray said that in the circumstances he would agree to an order for the sum claimed under deduction of £325.00 namely £5966.90.
6. Mr Gray confirmed that there was a typographical error in the designation of the Applicant which should be E-Bessant Ltd rather than E Bessant Ltd and asked the Tribunal to amend the Applicant's name. The Tribunal agreed to the amendment.

Findings in Fact

7. The parties entered into a Private Residential Tenancy that commenced on 30 November 2018 at a rent of £325.00 per calendar month.
8. The Respondent accrued rent arrears with effect from the commencement of the tenancy and owed £6291.90 in rent at the end of the tenancy on 30 October 2021.
9. The Respondent is believed to have paid a deposit of £325.00 at the commencement of the tenancy.

Reasons for Decision

10. The Tribunal was satisfied from the written representations and documents produced together with Mr Gray's oral submissions that the parties entered into a Private Residential Tenancy agreement that commenced on 30 November 2018 at a rent of £325.00 per calendar month. It was apparent from the rent statement that the Respondent had been in arrears of rent throughout the whole period of the tenancy and had only paid £400.00 rent between July 2020 and the end of the tenancy on 30 October 2021. The amount due by the Respondent at that time was £6291.90. There was some doubt as to whether or not the Respondent had paid a deposit at the commencement of the Tenancy although

he was obliged to do so in terms of the agreement and Mr Gray concluded that he had. Mr Gray also thought that the Applicant would not have left the deposit sitting with Letting Protection Service Scotland and therefore agreed to the Tribunal reducing the sum claimed by £325.00 to £5966.90.

11. The Tribunal was satisfied it had sufficient information before it to reach a decision without the need for a hearing and granted an order for payment in the sum of £5966.90

Decision

12. The Tribunal finds the Applicant entitled to an order for payment by the Respondent to the Applicant in the sum of £5966.90.

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 Harding

**Graham Harding
Legal Member/Chair**

**11 August 2022
Date**