



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing Tenancies (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/2737

Re: Property at 0/2 1 Meadowside Street, Renfrew, PA4 8SP (“the Property”)

Parties:

Mr John Carpy, Riverview, 16 Church Wynd, Bo'ness, EH51 0EQ (“the Applicant”)

Ms Chanelle Ewens, 27 Cromdale Street, Glasgow, G51 4NA (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make a payment order in the sum of Three thousand nine hundred and sixty six pounds (£3988.66) Sterling

Background

- 1 By application to the Tribunal dated the Applicants sought an order for payment of against the Respondent in respect of outstanding rent arrears. In support of the application the Applicants provided the following documentation:-
 - (i) Private Residential Tenancy Agreement between the parties dated 16 February 2018; and
 - (ii) Evidence of non-payment of rent in the form of a statement and excerpt of bank transactions.

- 2 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. A Case Management Discussion was therefore assigned for 23 November 2022. A copy of the application paperwork together with notification of the date and time of the Case Management Discussion and

instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers.

Case Management Discussion

- 3 The Case Management Discussion took place on 23rd November 2022 at 11.30am by teleconference. Neither the Applicant or Respondent were in attendance. The Tribunal made attempts to telephone the Applicant however the line was engaged. The Case Management Discussion therefore ended at approximately 11.50am.
- 4 The Tribunal therefore determined to adjourn the Case Management Discussion to give the Applicant and Respondent an opportunity to attend. It noted a recent email from the Applicant which indicated his intention to proceed with the application. The Tribunal did receive a telephone call from the Applicant following the conclusion of the Case Management Discussion confirming same and apologising for his non-attendance which was due to his belief that the Case Management Discussion would not proceed as a result of his withdrawal of a conjoined application. A further Case Management Discussion was therefore assigned for 26 January 2023 and notification was given to the parties.
- 5 The second Case Management Discussion took place on 26 January 2023. The Applicant was in attendance. The Respondent was not present. The Tribunal noted that she had been given proper notification of the Case Management Discussion and therefore determined to proceed in her absence.
- 6 The Applicant confirmed that he sought an order for payment in the sum of £3988.66. The Respondent had not been in touch since the termination of the tenancy and no payments had been forthcoming.

Findings in Fact and Law

- 7 The parties entered into a Private Residential Tenancy agreement dated 16 February 2018.
- 8 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £520 per month.
- 9 The tenancy terminated on 8 November 2022.
- 10 As at the date of termination of the tenancy arrears in the sum of £3988.66 were outstanding.
- 11 Despite requests the Respondent has refused or delayed in making payment of the rent due.

12 The Respondent is therefore liable to pay the sum of £3988.66 to the Applicant.

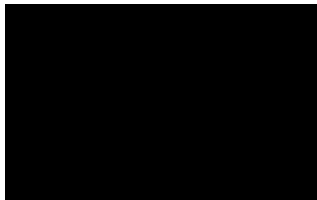
Reasons for Decision

13 The Tribunal was satisfied at the Case Management Discussion that it had sufficient information upon which to make a decision and that to do so would not be prejudicial to the interests of the parties. There were no facts in dispute that would require a hearing to be fixed. The Respondent had not attended the Case Management Discussion, nor made written representations, therefore there was nothing before the Tribunal to contradict the position put forward by the Applicant.

14 Based on its findings in fact the Tribunal accepted that the Respondent was liable to pay the sum of £3988.66 to the Applicant in accordance with his contractual obligations under the tenancy agreement in respect of the payment of rent. The request for amendment of the sum to reflect the outstanding arrears had been made timeously in accordance with the Tribunal's Procedural Rules. The Tribunal therefore determined to make a payment order for that sum.

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 January 2023

Legal Member/Chair

Date