



**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/20/0687**

**Re: Property at 317A Main Street, Renton, G82 4PZ (“the Property”)**

**Parties:**

**Ms Maria Habraken, Kapelstaat 55, 3940 Hechtel-Eskel, Belgium (“the Applicant”)**

**Mr Thomas Smith, UNKNOWN, UNKNOWN, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Jan Todd (Legal 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 £1,650 is granted**

- Background
- 1. This was the first case management discussion (CMD) in respect of an application by the Applicant submitted on 24<sup>th</sup> February 2020 for an order for payment of arrears of rent against the Respondent who was the Tenant in a Tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

- A copy of the Tenancy Agreement dated 15<sup>th</sup> March 2019 between the Applicant as Landlord and the Respondent as Tenant.
- Statement of rent arrears showing a sum outstanding of £1650.
- 2 copy bank statements showing sums paid into the Applicant’s husband’s bank account.
- 2. The Application was accepted in April 2020 by a legal member of the Tribunal.
- 3. Due to the Covid 19 pandemic the case management discussion (CMD) was originally scheduled for 13<sup>th</sup> August 2020 however it did not proceed as

service of the papers on the Respondent could not be achieved due to Sheriff Officers advising they could not trace the Respondent. The Applicants applied for service by advertisement and this was accepted by the Tribunal and Service of the Papers has competently been made on the Respondent by advertisement on the Tribunal's website as certified by the Certificate of Service by Advertisement dated 17th September. A further CMD was scheduled and proceeded today by way of teleconference due to the requirement at the current time for social distancing.

4. The Legal Member of the Tribunal had sent a direction request asking for a clearer rent statement showing the sums due each month, sums paid and the balance outstanding. A fresh rent statement was lodged showing sums outstanding as at 15<sup>th</sup> November 2019 of £1650. The Statement also noted no deposit was paid.

- **The Case Management Discussion**

1. The CMD took place by teleconferencing and the Legal Member waited until 10.10 to see if the Respondent was going to join the call. The Respondent did not join and was not represented at the CMD.
2. The Applicant did not attend in person but was represented by her solicitor Ms Stewart of Cairns Brown solicitors.
3. Ms Stewart advised that her instructions were to seek payment of the rent arrears which she said had accrued for some months due to the failure of the Respondent to pay the full sums due each month as set out in the rent statement.
4. The Legal Member noted there was no response from the Respondent to refute this claim or challenge the rent statement. However the Legal Member did ask Ms Stewart if she could explain what the two sums of £430 and £400 shown as credits by Squirrel Estates (the Applicant's letting agents) in the Landlord's husbands bank account on 1<sup>st</sup> and 3<sup>rd</sup> April 2019 were, as one appeared to relate to the first rent payment and the legal member enquired if the other could be the deposit. Ms Stewart advised that she had spoken to both the Applicant and the letting agent regarding the deposit and had been told the Respondent always said he would pay it but he hadn't. She undertook however to make further enquiries in relation to the entry on the bank statement and an adjournment of 30 minutes took place to allow Ms Stewart to phone her client.
5. On the resumption of the CMD Ms Stewart confirmed she had spoken to her client and advised that the sum of £430 related to another property her client let out and not the Property related to this application.
6. Ms Stewart confirmed that the Applicant has not received any further sums towards the arrears of rent from the Respondent and she also confirmed the date of commencement of the lease and the date the Respondent left is as set out in her application.

### **Findings in Fact**

1. The parties entered into a lease of the Property which commenced on 15<sup>th</sup> March 2019

2. The Rent due in terms of the lease is £400 per calendar month payable in advance
3. The tenant left the Property on 23<sup>rd</sup> November 2019 and the tenancy ended on that date.
4. The rent outstanding at the date of the application and as at today's date is £1650.
5. There was no deposit lodged by the Respondent .

- **Reasons for Decision**

6. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £400 per month in advance in rent.
7. The Respondent has failed to pay the full rent due or has failed to make any payment for certain months between April 2019 until November 2019.
8. The Applicant left the Property on 23<sup>rd</sup> November and has been charged only pro rata to that date namely £100 from 15<sup>th</sup> November to 23<sup>rd</sup> November 2019.
9. The Tribunal accepts the written evidence and verbal statements made by the Applicant's agent, who the Tribunal found clear and credible in her evidence that the rent outstanding and due by the Respondent amounts to £1,650. This is the sum that is being claimed and that has been intimated on the Respondent. In the absence of any response from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for sum claimed of £1,650.
10. 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 £1,650 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

17<sup>th</sup> September 2020

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Legal Member/Chair

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Date