



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/20/1601

Re: Property at 64 Graham Court, Dundee, DD4 9DQ (“the Property”)

Parties:

Ms Frances Livingston also known as Croll, Pinetrees, Kirkinch, Meigle, Blairgowrie, PH12 8SL (“the Applicant”)

Mrs Wendy Singers, UNKOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Valerie Bremner (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

A Payment Order in the sum of One Thousand One Hundred Pounds (£1100) be made in favour of the Applicant and against the Respondent.

Background

This Application for a payment order in Terms of Rule 111 of the Tribunal rules was made on 28 July 2020 and accepted by the Tribunal on 2nd November 2020. The Application was the subject of a request for service by Advertisement on the First Tier Tribunal Housing and Property Chamber website which was accepted by the Tribunal. A Case Management Discussion was fixed for 18th December 2020 at 10am to take place by teleconference.

The Case Management Discussion

The Applicant did not attend the case management discussion but was represented

by Mr Forsyth, Solicitor of MML Legal. There was no attendance by or on behalf the Respondent. Mr Forsyth requested that the Tribunal proceed in her absence. The Tribunal considered whether service had been made of the Tribunal documentation and whether the Respondent had been given notice of the case management discussion. The Tribunal had sight of a certificate of service of the papers by advertisement on the Housing and Property Chamber website. This had been done between 12 November 2020 and the date of the case management discussion on 18 December 2020. The Tribunal was satisfied that appropriate notice had been given in terms of the Tribunal rules and was prepared to proceed in the absence of the Respondent.

At the case management discussion the tribunal had sight of the application, a tenancy agreement, a rent statement, an up-to-date rent statement and correspondence in relation to the request to serve the papers by advertisement.

Mr Forsyth was seeking a payment order in respect of two months' rent which was unpaid in respect of the tenancy and was due in the months of June and July 2020. The monthly rent was £550 and the sum being requested by way of a payment order was £1100.

Mr Forsyth advised the Tribunal that the Respondent had vacated the property around 8th August 2020 and that the unpaid rent being requested did not include any period after the date the Respondent vacated the property. The Applicant had had discussions with the Respondent regarding the unpaid rent but these had been unsuccessful. Communication between the parties had ceased after a dispute over broken items within the property which the Applicant requested that the Respondent pay for. It was at this time that the Respondent stopped paying the rent for the property.

Mr Forsyth indicated that the Applicant had taken a deposit from the Respondent in the sum of £550 at the start of the tenancy and this had been lodged with one of the approved tenancy deposit protection schemes. The Applicant had applied for return of the deposit and this had been received by her. However the Applicant, he said, had required to pay a number of items in respect of repairs and damage to the property which currently amounted to £573.79. The deposit in its entirety had been used to pay for repairs and damages. The Applicant still had items to replace at the property. Mr Forsyth advised that amongst the items which had required to be dealt with were a broken cooker and a broken Freeview box.

Communication between the parties had ceased and the Respondent had vacated the property and Mr Forsyth advised that the Applicant had no knowledge of the Respondent's up-to-date address. Mr Forsyth indicated that the Applicant's understanding throughout the tenancy was that the Respondent was employed within the education sector. There had never been any suggestion that her rent was paid either wholly or in part by benefit payment and he was able to advise the Tribunal that the arrears were not due to any delay or failure in the payment of benefit.

The Tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

The Tribunal made a payment order in favour of the Applicant and against the Respondent in the sum of £1100.

Findings in Fact

1.The Applicant and Respondent entered into residential tenancy agreement at the property with effect from 10 May 2018.

2.The Respondent ceased to occupy the property on or about 8 August 2020.

3. The monthly rent payable in respect of the property by the Respondent was £550 per month.

4. Rent payments due in the months of June and July 2020 amounting to £1100 were not paid by the Respondent to the Applicant.

5. The Applicant communicated with the Respondent on the question of the outstanding rent but this was unsuccessful.

6.The Respondent's current whereabouts are unknown and the Applicant has been unable to obtain the unpaid rent from her.

7.The Applicant obtained repayment of the full deposit of £550 paid by the Respondent from one of the approved tenancy deposit schemes. This sum has been applied to effect repairs and make good damages at the property during the tenancy and so far these costs have amounted to £573.79.None of the deposit is therefore available to put towards unpaid rent.

8.The damages and breakages which occurred during the tenancy included a broken cooker and a broken Freeview box.

9. The outstanding rent in the sum of £1100 is lawfully due by the Respondent to the Applicant.

Reasons For the Decision

The Tribunal was satisfied that efforts had been made to obtain the unpaid rent from the Respondent and that these efforts have been unsuccessful. The deposit which had been recovered was applied to make necessary repairs and make good damages incurred during the tenancy. The arrears were not due to any a delay or failure in the payment of any benefit. The Tribunal took the view that it was reasonable to make the payment order.

Decision

The Tribunal made a payment order in the sum of £1100 in favour of the Applicant and against the Respondent.

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.

Valerie Bremner

18.12.20

Legal Member/Chair

Date