



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/20/2358

Re: Property at 16 Irene Hughes Drive, Rosyth, KY11 2DZ (“the Property”)

Parties:

Hilton of Rosyth NHT 2014 LLP, Kiloran Hall, Middle Balado, Kinross, KY13 0NH (“the Applicant”)

Mr Alan Ritchie, 41 Meldrum Court, Dunfermline, KY11 4XR (“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 £1116.22 be made against the Respondent in favour of the Applicant.

Background

1.This is an application for a payment order made in respect of Rule 111 of the Tribunal rules of procedure. The application was lodged with the Tribunal on 10 November 2020.The application was accepted by the Tribunal on 20 November 2020. A case management discussion was fixed for 8 January 2021 at 2 pm, to take place by teleconference call.

Case Management Discussion

2.The case management discussion was attended by Mr William Dodd, the Applicant’s property manager. There was no appearance by or on behalf of the Respondent. Mr Dodd requested that the Tribunal proceed in the absence of the Respondent. The Tribunal had sight of documentation which confirmed that the Respondent had the Tribunal papers served on him personally by Sheriff Officer on

26 November 2020. The Tribunal was therefore satisfied that the Respondent had been given reasonable notice of the case management discussion and that the Tribunal rules of procedure had been complied with. The Tribunal indicated that the matter would proceed in the absence of the Respondent.

3. At the case management discussion on 8th January 2021, the Tribunal had sight of the application, a tenancy agreement, a statement of overdue rent payments, a series of emails between the parties and a series of emails in relation to the Respondent's up-to-date address.

4. Mr Dodd explained that the landlord Applicant was the landlord of a development of relatively new properties of which this property was one. The landlord company was an entity set up by a number of bodies to deal with what he described as a middle market tenancies, somewhere between social housing and private landlords. The tenancy agreement had commenced on 26 February 2018 and both the Respondent and his then partner were named on the tenancy agreement. The Tribunal had sight of email correspondence between the Respondent and the Applicant which appeared to confirm that the lady had left the property in December 2018. The Respondent had emailed the Applicant on 17 February 2020 confirming that he accepted all responsibility for the property with effect from 1 January 2019 and that the lady, a Lindsay Ritchie, the other tenant named on the agreement, should not be included in whatever charges were outstanding. Mr Dodd advised the Tribunal that this was the reason why the application to the Tribunal had been made against Mr Ritchie alone. Mr Ritchie had vacated the property on 12 March 2020 and email exchanges lodged with the Tribunal confirmed that date. The rent arrears being sought had built up after the period when Lindsay Ritchie had left property and Mr Dodd referred the Tribunal to the statement of outstanding rent payments.

5. When the tenancy started the monthly rent was £729.96. This was subject to annual increases with effect from April each year and all tenants including Mr Ritchie were advised of the increases between Christmas and New Year preceding the April when the rise was to take effect. In terms of the statement of unpaid rent the arrears accrued as at 1st January to 1 March, both in 2020 and the monthly rent for these months was £770.99. The total sum outstanding in unpaid rent is £1116.22. This figure was reduced from the original arrears total because the Applicant had secured the return of the deposit paid from one of the approved deposit scheme providers.

6. Mr Dodd advised the Tribunal that a number of attempts had been made to engage with the Respondent in relation to the arrears, but these had not been met with no response. He had not given them a forwarding address when he vacated the property. The Applicant's understanding at the time the agreement had been signed was that the Respondent was in full-time employment with a construction company. It was never understood that he was on benefit of any kind at any time during the tenancy.

7. The Tribunal was of the view that it had sufficient information to make a decision and that the proceedings had been fair.

Findings in Fact

8.The Applicant entered into a private residential tenancy at the property with the Respondent and one other tenant with effect from 26 February 2018.

9. After the other tenant left the property in December 2018 the Respondent continued to lease the property and pay rent.

10. By email of 17 February 2020 to the Applicant,the Respondent accepted all responsibility for the property and any charges left due at the property with effect from the date of 1 January 2019.

11. Rent arrears at the property accrued after the Respondent's partner moved out in December 2018.

12.The Respondent vacated the property on 12 March 2020.

13.Rent arrears accrued at the property in the sum of £1116.22.

14.At no time when the Respondent was a tenant at the property was the rent being paid by benefit payments.

15.The Applicant made a number of attempts to engage with the Respondent in relation to the rent arrears but these met with no response.

16. The sum of £1116.22 is lawfully due by the Respondent to the Applicant in respect of rent arrears at the property

Reasons for Decision

17.The Tribunal was satisfied that rent arrears accrued at the property when the Respondent was the only tenant there and that he had accepted liability for all charges after his partner had left the property in December 2018. There was no suggestion that the rent arrears had accrued due to any failure or delay in the payment of any benefit, indeed the rent had never been paid using benefit during the tenancy. Attempts had been made to engage with the Respondent in respect of the arrears but these had been met with no response. It appeared reasonable to make a payment order in these circumstances.

Decision

The Tribunal determined that a payment order in the sum of £1116.22 be made against the Respondent in favour of the Applicant.

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

8.1.21

Legal Member/Chair

Date