



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014

Chamber Ref: FTS/HPC/CV/21/0064

Re: Property at 4E Afton Road, Cumbernauld, G67 2DT (“the Property”)

Parties:

Mr Barry Munro, 82 Union Street, Larkhall, ML9 1DR (“the Applicant”)

Mr David Black, Mrs Frances Black, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the order for payment is granted against the Respondents in favour of the Applicant to the amount of £2089.86 (TWO THOUSAND AND EIGHT NINE POUNDS AND EIGHTY SIX PENCE).

Background

1. This is an application in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant is seeking an order for payment of the sum of £2089.86 in terms of s16 of the Housing (Scotland) Act 2014.
2. Sheriff Officers attempted to serve notice of the Case Management Discussion (“CMD”) by 16th April 2021 but were unable to do so as the Respondents were not at the address found by a tracing agent. The CMD set for 14th May 2021 was cancelled to allow service by advertisement.
3. The Respondents whereabouts are unknown. The Respondents were served notification of the Case Management Decision by service by advertisement from 14th May 2021. The Tribunal had a copy of the Certificate of Service by Advertisement dated 18th June 2021.

Case Management Discussion

4. A CMD was held on 18th June 2021 at 2pm by teleconferencing. The Applicant represented himself. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules. Neither party made representations in advance of the hearing. Mr Munro informed the Tribunal that the Respondents had left the Property without his knowledge. He had visited the Property on 2nd or 3rd January 2021 to find that the Respondents had left. He looked through the windows and found that there were no belongings in the Property. A neighbour confirmed that the Respondents had left. He called a locksmith to change the locks. He needed to gain entry to turn off the water. There have been previous problems with burst pipes. The locksmith cost £70. A receipted invoice was contained within the submission papers for a locksmith for this amount. On the 14th January 2021, Mr Munro received a letter from the Respondents notifying him that they had left the Property on 23rd December 2021. This letter enclosed the keys to the Property. Mr Munro took the 14th January 2021 as the start of the notice period. This meant the tenancy ended on 14th March 2021. The Property was not relet until 1st May 2021. The rent account includes January 2021 but not the remaining period of the tenancy. To Mr Munro's knowledge, there were no outstanding Housing Benefit or Universal Credit Housing Element issues. The Respondents told him that Mr Black had lost his job in early 2020 and was applying for Universal Credit. Evidence of this has not been forthcoming neither has payment. Mr Munro's company contacted Mr Black's former employer who confirmed that his employment had not stopped and he continues to work there. Mr Munro said that this led to credibility issues. Mr Munro did not know of any issues of reasonableness. There was no deposit paid.

Findings in Fact

5. The parties entered into a Short Assured Tenancy on 2nd October 2017 until 1st April 2018 which continued thereafter on a month to month basis. An AT5 was signed on 1st October 2017. The rent payments of £500 are due by the 2nd day of each month. The tenancy ended on 14th March 2021 after the Applicant received notice from the Respondents on 14th January 2021.
6. The Housing and Property Chamber received an application which was dated 5th January 2020. This was erroneously dated. It should have read 5th January 2021.
7. The Respondents have persistently not made rent payments. There have been more than 3 missed payments, they have failed to pay during their notice period and the locks required to be changed once they left.
8. There are no outstanding Universal Credit Housing Element or Housing Benefit issues.
9. The amount due to the Applicant is £2089.86.

Reasons for Decision

10. The Respondents have failed to make payment of the rent lawfully due in terms of the lease between the parties. As consequence of them leaving the Property without notice the locks needed to be changed on the door which was a further cost to the Applicant of £70. The Applicant has lodged a rent statement for the period October 2017 to January 2021 in which payments have been missed which amounts to £2019.86 in rent arrears. The Tribunal was satisfied that there were no other issues of reasonableness before them. The Tribunal decided that the Respondents had persistently not paid the rent and were in arrears. As a consequence the Applicant was entitled to be granted the Order for payment of £2089.86 against the Respondents.

Decision

11. The Applicant is entitled to an order of payment of £2089.86 by the Respondents. The Order was granted against the Respondents.

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.

Gaby Miller

18th June 2021

Legal Member/Chair

Date