



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/21/1033

Re: Property at 44 Ravenswood Rise, Livingston, EH54 6PF (“the Property”)

Parties:

Ms Celeste Blaize-Gibson, 95 Glasgow Road, Bathgate, EH48 2AN (“the Applicant”)

Mrs Joanna Zakrzewska-Chwedura, 44 Ravenswood Rise, Livingston, EH54 6PF (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is in breach of the tenancy agreement with the Applicant and has failed to pay rent. The Tribunal accordingly has decided to make an order for payment in the sum of FOUR THOUSAND FIVE HUNDRED AND EIGHTY FOUR POUNDS AND NINETY FIVE PENCE (£4584.95) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

Background

1. By application dated 30 April 2021, the Applicant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for an order for payment of rent arrears of £ 3344.95 under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).

2. The application was accompanied by a copy of a Short Assured Tenancy Agreement between the parties, a rent statement to 1 April 2021 and a non – resolution certificate from Safe Deposit Scotland dated 26 March 2021 and letters to the Respondent dated 9 December 2020, 6 January 2021, 12 February 2021 and 22 April 2021.
3. On 10 May 2021, the Tribunal accepted the application under Rule 9 of the Regulations.
4. On 20 May 2021 the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 28 June 2021. The Respondent required to lodge written submissions by 10 June 2021. This paperwork was served on the Respondent by leaving the paperwork with the Respondent’s son by Ian Smith, Sheriff Officer, Edinburgh on 21 May 2021 and the Execution of Service was received by the Tribunal administration.
5. On 15 June 2021 the Applicant lodged an email to the Respondent dated 15 June 2021 advising she was seeking to increase the sum sought to £ 4584.95 together with a copy rent statement to 1 May 2021.

Case Management Discussion

6. The Tribunal proceeded with the Case Management Discussion on 28 June 2021 by way of teleconference. The Applicant was represented herself. There was no appearance by or on behalf of the Respondent despite the teleconference starting 10 minutes late to allow the Respondent plenty of time to join. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in her absence.
7. The Tribunal had before it the Short Assured Tenancy Agreement between the parties which commenced on 29 July 2013, an up to date rent statement, a non – resolution certificate from Safe Deposit Scotland dated 26 March 2021 and letters to the Respondent dated 9 December 2020, 6 January 2021, 12 February 2021 and 22 April 2021.
8. The Applicant moved the Tribunal to grant an Order for payment for the increased sum of £4584. 95 and confirmed that the last payment to account was for £620 made on 15 January 2021. The Tribunal noted in terms of Clause 2 of the Short Assured Tenancy Agreement the Respondent had agreed to pay monthly rent of £575. The Applicant explained that over the years since 2013 the rent had increased to the current level of £620 per month as shown on the rent statement which showed current arrears of £4584.95. She also referred to the email dated 15 June 2021 in which she advised the Respondent she was seeking that increased figure. She

explained further she had had no response to that email and that the Respondent had ignored all the letters the Applicant had sent to her. She had used the SDS resolution service which had also not resulted in a repayment proposal.

Findings in Fact

9. The Respondent agreed by way of Clause 2 of a Short Assured Tenancy Agreement commencing 29 July 2019 in relation to the Property that the Respondent would pay a monthly rent of £575 to the Applicant. The monthly rent had increased since then to £620 per month.
10. The Respondent has fallen into arrears of rent and is accordingly in breach of Clause 2 of the tenancy agreement. She last paid rent on 15 January 2021 when she made a payment of £620. She has made no further payments to rent for the Property since then.
11. The Applicant sent letters to the Respondent in relation to the arrears on 9 December 2020, 6 January 2021, 12 February 2021 and 22 April 2021. The Respondent has ignored these letters. The Respondent has also not engaged with the SDS in their attempts to resolve the dispute resulting in SDS issuing a Certificate of Non Compliance on 26 March 2021.
12. The arrears have increased from £3344.95 as at the date of the application on 20 April to £4584.95

Reasons for Decision

13. The Tribunal considered the issues set out in the application together with the documents lodged in support. Further the Tribunal considered the submissions made by the Applicant. The Tribunal was satisfied that the Applicant had complied with Rule 13 of the Regulations and that the sum sought be increased to £4584.95.
14. Thereafter the Tribunal noted the content of the rent statement lodged which showed the Respondent had last paid rent to her account on 15 January 2021 and had paid nothing since. The Applicant produced evidence of persistent non- payment of rent with reference to the tenancy agreement, correspondence with the Respondent, the Certificate of Non Compliance with SDS and the rent statements lodged. The Respondent had not disputed the application. The Tribunal was satisfied on the basis of these documents, together with the Applicant's submissions that the order for payment in favour of the Applicant be granted.

Decision

15. The Tribunal granted an order for payment of £ 4584.95.

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.

S. E

28 June 2021

Legal Member

Date