



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing Tenancies (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/21/1660

Re: Property at 52 Queen Street, Alva, FK12 5EJ (“the Property”)

Parties:

Alligin Properties Ltd, 2 Greenburn Field, Milnathort, KY13 9XR (“the Applicant”)

Ms Cyd Flynn, 52 Queen Street, Alva, FK12 5EJ (“the Respondent”)

Tribunal Members:

Ruth O’Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of Six thousand one hundred and fifty pounds (£6150) against the Respondent

Background

- 1 By application dated 9 July 2021, the Applicant sought an order for payment of rent arrears in the sum of £5575 against the Respondent. In support of the application the Applicant provided:-
 - (i) Private Residential Tenancy Agreement between the parties dated 23 June 2018; and
 - (ii) Rent Statement showing arrears of £5575 as at 1 July 2021.
- 2 By Notice of Acceptance of Application the Legal Member of the Tribunal, with delegated powers from the Chamber President, determined that there were no grounds to reject the application. A Case Management Discussion was therefore assigned for 3 September 2021, to take place by teleconference due to the ongoing restrictions arising from the Covid-19 pandemic.

- 3 The application paperwork was served upon the Respondent by Sheriff Officers on 4th August 2021. The paperwork contained notification of the date and time of the Case Management Discussion together with instructions for joining the teleconference.
- 4 On 20 August 2021 the Tribunal received a request from the Applicant via email for amendment of the application to increase the sum claimed to £6150. The request was accompanied by a rent statement showing arrears of that sum as at 1 August 2021.

Case Management Discussion

- 5 The Case Management Discussion took place on 3 September 2021. The Applicant was represented by Isobel Barclay from Morgans Solicitors. The Respondent was not present.
- 6 The Legal Member explained the purpose of the Case Management Discussion. She noted that the application paperwork had been served upon the Respondent by Sheriff Officers, with details for joining the case conference. Accordingly the Legal Member was satisfied that the notification requirements had been complied with and determined to proceed with the Case Management Discussion in her absence.
- 7 As a preliminary point the Legal Member noted that the Applicant had sought permission to increase the sum claimed to £6150. The request had been made timeously in accordance with the requirements of the First Tier Tribunal (Housing and Property Chamber) Procedural Rules 2017 and had been intimated upon the Respondent. On that basis, and in the absence of any objection from the Respondent, the Legal Member determined to allow the amendment.
- 8 Ms Barclay explained that it was regrettable things had reached this point, however the Respondent had failed to engage with the Applicant. There had been no response to letters, visits or other attempts at contact. Ms Barclay understood the Respondent was still residing in the property, albeit she had been served with notice to leave on rent arrears grounds. Ms Barclay confirmed that she therefore sought an order for payment in the sum of £6150.

Findings in Fact

- 9 The parties entered into a Private Residential Tenancy Agreement which commenced on 23rd June 2018.
- 10 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £550 per month.

- 11 Since July 2019 the payments made by the Respondent under Clause 8 of the said Tenancy Agreement have been sporadic.
- 12 The last payment made by the Respondent to the Applicant under Clause 8 of the said Tenancy Agreement was £1000 on 11 February 2021.
- 13 As at 1 August 2021 the sum of £6150 in outstanding rent is due to the Applicant by the Respondent in terms of Clause 8 of the said Tenancy Agreement.
- 14 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

- 15 The Tribunal was satisfied that it could make a determination of the application at the Case Management Discussion and that to do so would not be detrimental to the parties.
- 16 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £6150 to the Applicant. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £550 per month and had failed to do so. There was nothing before the Tribunal to contradict the position put forward by the Applicant.
- 17 The Tribunal therefore made an order for payment against the Respondent in the sum of £6150.

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.

Ruth O'Hare
Legal Member/Chair

3 September 2021
Date