



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/21/2099**

**Re: Property at 2082 3/2 Dumbarton Road, Glasgow, G14 0HS (“the Property”)**

**Parties:**

**Miss Waleola Tade, 59 Lesmuir Drive, Glasgow, G14 0EG (“the Applicant”)**

**Miss Amber Milne, 2082 3/2 Dumbarton Road, Glasgow, G14 0HS (“the Respondent”)**

**Tribunal Members:**

**Jan Todd (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £6,920 is granted with interest at the rate of 3% from the date of the decision**

**Background**

1. This was the second case management discussion to consider the application made by the Applicant dated 31<sup>st</sup> August 2021 for an order for rent arrears in terms of Rule 111 of the Tribunal Rules.
2. The Applicant had lodged and the Tribunal had sight and considered the following documents:-
  - a. Application for payment of rent arrears dated 31<sup>st</sup> August 2021
  - b. Copy Tenancy Agreement for the Property dated 25<sup>th</sup> November 2021
  - c. Rent Statement showing sum owed at August 2021 of £4,580
3. At the first CMD the Applicant’s representative Ms Kirsten Bruce was present on the teleconference. The Applicant was not present. The Respondent did not attend but intimation of the proceedings had been served on her by sheriff officer dated 19<sup>th</sup> October 2021. Ms Bruce explained at the first CMD that the

Respondent had only paid £100 since March 2021 and had not paid anything since and she indicated she was seeking an order for an increased sum of £5750 representing additional rent that had accrued since the application had been raised. As the increased sum sought had not been intimated on the Respondent the legal member advised that the Tribunal could not grant a sum for the increased amount. In addition it became apparent that the Applicant was not the sole owner of the Property and so the case was continued to allow the Applicant to apply for an increase to the sum claimed; to lodge a copy of the title deeds to the Property and to provide the written consent of the joint owner to the letting out of the property and raising of the action.

4. On 20<sup>th</sup> December 2021 the Applicant's solicitor Ms Bruce lodged a copy of the land certificate for the Property showing the owners are the Applicant and Ms Adedolapo Tade. A letter of consent from Ms Tade the joint owner to the Applicant raising this action and managing the Property was also enclosed.
5. On 22<sup>nd</sup> December 2021 the Applicant's representative lodged a revised rent statement and application seeking a new sum due of £6,920. This was sent to the Respondent on 22<sup>nd</sup> December 2021

### **The Case Management Discussion**

6. The CMD proceeded today by way of teleconference due to the continued requirement at the current time for social distancing. The Convener made introductions, and explained how the CMD would be conducted over the teleconference. The Applicant did not attend but was represented by Ms Kirsten Bruce.
7. The Respondent did not attend nor was she represented on the teleconference. The Respondent had been served notice of the original paperwork by sheriff officers and of this CMD by letter.
8. Ms Bruce advised that she was seeking an order for payment for rent arrears as sought in the revised application and referred to the documents lodged in support of this claim.
9. The written documentation shows a tenancy had been created between the parties where the Respondent leased the Property from the Applicant from 27<sup>th</sup> November 2020
10. The Rent due is £585 payable monthly in advance.
11. Ms Bruce confirmed that the Respondent is still living in the Property as far as the Applicant is aware but has not responded to the Applicant. She confirmed that as per the amended rent statement the arrears are now £6,920 and that no rent has been paid by the Respondent since 5<sup>th</sup> March 2021 when £100 was paid.
12. Ms Bruce further advised that the Applicant has served a notice to leave on the Respondent in June 2021 and the date by which the Respondent should have left has now passed and she confirmed that her firm has been instructed to raise an eviction action. She also confirmed that the Respondent has not handed in her notice and so confirmed that the rent is still due and owing.
13. Ms Bruce also requested that interest and expenses be awarded to the Applicant.

### **Findings in Fact**

14. The parties entered into a lease of the Property which commenced on 27<sup>th</sup> November 2020
15. The Rent due in terms of the lease is £585 monthly payable in advance
16. The tenant is still living in the property.
17. The Respondent has been continuously in arrears of payment of her rent since December 2020.
18. The rent outstanding is currently £6,920 with the last payment falling due on 27<sup>th</sup> December 2021.
19. No payment has been received since March 2021.

## **20. Reasons for Decision**

21. The parties entered into a lease where the Respondent has leased the property from the Applicant from 27<sup>th</sup> November 2020 and has agreed to pay £585 per month in rent.
22. The Applicant is a joint owner and landlord of the Property and entitled to raise this action.
23. Rent arrears have accrued since December 2020..
24. The arrears due and owing today are £6920. The Applicant is entitled to recover rent lawfully due.
25. The Respondent has made no appearance at the CMD and has made no written representations.
26. The Tribunal accepts the written evidence and verbal statements made by the Applicant's agent, who the Tribunal found clear and credible in her evidence that the rent outstanding and due by the Respondent amounts to £6,920 and which was supported by her rent statement.
27. The Legal Member advised that with regard to the request for interest the Tribunal had no authority to apply judicial interest at 8% but could apply, if requested which the Applicant has done, a reasonable rate of interest which the Tribunal found to be a rate of 3%.
28. The Applicant was also seeking expenses but the Legal Member explained that expenses can only be granted when the Respondent has been found to have put the other party to unnecessary or unreasonable expense through their unreasonable behaviour in the conduct of the case. (rule 40 of the Tribunal's Rules) As there was no evidence averred of any unreasonable conduct on the part of the Respondent, who has not engaged in the Tribunal process at all, the Tribunal has no grounds on which to consider making any award of expenses.
29. There being no application for time to pay the Tribunal makes an order for payment of the sum as amended claimed.

## **• Decision**

- An order for payment of the sum of £6,920 is granted with interest at the rate of 3% from the date of the decision.

## **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.**

**Jan Todd**

**Legal Member/Chair:**

**Date: 13/01/2022**