



**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/21/2125**

**Re: Property at Flat 1/2, 139 Brand Street, Glasgow, G51 1DJ (“the Property”)**

**Parties:**

**Mr Jack Corkery, 3/1, 1 Broompark Drive, Glasgow, G31 2DA (“the Applicant”)**

**Mr Douglas Barr, Unknown, Unknown (“the Respondent”)**

**Tribunal Members:**

**Andrew Upton (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to make payment to the Applicant in the sum of FIVE HUNDRED POUNDS (£500.00) STERLING.**

**STATEMENT OF REASONS**

1. This Application called for its Case Management Discussion by teleconference call on 10 October 2022. The Applicant was present. The Respondent was neither present nor represented.
2. In this Application, the Respondent seeks payment of the sum of £500. He says that, at the outset of his tenancy, he made payment to the Respondent of the first and final months’ rent. After he gave notice to the Respondent to end the tenancy, the Respondent suggested that the Applicant pay the final month’s rent of £500 as usual, in case of any delays that required the Applicant to stay beyond the notional termination date. The Respondent agreed to repay any pro-rata balance of the additional rent payment once the Applicant’s removing date was known. The Applicant says he paid the additional £500 to the Respondent. The Applicant says that he removed

before the notional termination date, and therefore the full sum of £500 requires to be returned to him.

3. In terms of Rule 17(4) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017, the Tribunal may do anything at a CMD that it may do at a Hearing, including make a decision. In terms of Rule 2, the Tribunal must have regard to the overriding objective to deal with proceedings justly when making a decision; including by avoiding unnecessary delay.
4. The Respondent has had notice of the Application and the CMD, but has chosen not to attend the CMD to dispute the Applicant's assertions. The Tribunal therefore concludes that the Respondent does not dispute what is said in the Application. It is therefore unnecessary to fix a Hearing on this matter. The Respondent does not dispute that he is under contractual obligation to return the Applicant's payment of £500 to him, or the Applicant's assertion that the Respondent has failed to do so. The Tribunal accordingly concludes that the Respondent is liable to make payment to the Applicant in the sum of £500.

### **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.**

Andrew Upton

10/10/2022

---

**Legal Member/Chair**

---

**Date**