



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing Tenancies (Scotland) Act 2016 and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017

Chamber Ref: FTS/HPC/CV/21/2962

Re: Property at Flat 0/2, 33 Cockmuir Street, Springburn, Glasgow, G21 4XD (“the Property”)

Parties:

Dawn E Properties Ltd, 58 Melville Gardens, Bishopbriggs, Glasgow, G64 3DD (“the Applicant”)

Miss Sinead Henaghen and Mr Martin Drew, Flat 0/2, 33 Cockmuir Street, Springburn, Glasgow, G21 4XD (“the Respondent”)

Tribunal Member:

Martin McAllister (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents pay the sum of ONE THOUSAND ONE HUNDRED AND FIFTY POUNDS 47 PENCE (£1,150.47) to the Applicants.

Background

- 1. This is an application for a payment order in respect of arrears of rent and unpaid deposit. It is dated 29th November 2021.**
- 2. The application states that the Respondents have rent arrears of £630.47 and that instalments of a tenancy deposit amounting to £545 remain unpaid by them.**

Case Management Discussion

- 3. A case management discussion was held by audio conference on 15th February 2022. The scheduled time for its commencement was 2pm.**

4. Mrs Dawn Eldridge and Mr Philip Eldridge participated as representatives of the Applicant.
5. There was no appearance by the Respondents despite the commencement of the case management discussion being delayed to 2.10pm.

Preliminary Matters

6. The purpose of a case management discussion was explained.
7. The Tribunal noted that the details of the case management discussion had been intimated to the Respondents by Sheriff Officer on 11th January 2022.
8. Mrs Eldridge said that the Respondents had made payment of £15 in reduction of the rent arrears and that the sum outstanding is therefore £615.47.
9. Mrs Eldridge said that the Respondents had made payment of £10 in reduction of the sum due in respect of the tenancy deposit and that the sum outstanding is therefore £535.

Findings in Fact

- 10.1 The Applicants and Respondents were parties to a private residential tenancy in respect of the Property which was dated 10th March 2019.
- 10.2 The rent due in terms of the tenancy agreement is £535 per calendar month.
- 10.3 The tenancy deposit due in terms of the tenancy agreement is £740.
- 10.4 There are arrears of rent of £615.47.
- 10.5 £205 has been paid in respect of the tenancy deposit and the sum of £535 is outstanding by the Respondents.

Reasons

11. The Tribunal had a rent statement showing that there are arrears of rent of £630.47. Mrs Eldridge said that this is an accurate statement but that, since £15 has been paid by the Respondents, there is a balance due of £615.47.
12. The Tribunal noted that the terms of the tenancy agreement allowed for payment of the tenancy deposit in instalments with the final payment being made on 4th June 2019 and that the deposit statement showed that

£50 was paid on 12th March 2019, £140 was paid on 9th April 2019 and that £5 was paid on 23rd July 2021 leaving a balance of £535. Mrs Eldridge said that each payment of instalment of deposit which was made by the Respondents was paid into the tenancy deposit scheme within a few days.

- 13. Mrs Eldridge said that the Respondents were anxious to move into the Property because of schooling reasons and that they could not afford to pay the whole deposit at the commencement of the tenancy. She said that was why the Respondents were allowed to pay the deposit in instalments.**
- 14. Mrs Eldridge said that the rent is currently paid by Universal Credit so arrears of rent are not increasing. She directed the Tribunal to documentation she had lodged in connection with the resolution service offered by SafeDeposits Scotland Limited. The documents show that a settlement agreement was entered into on 17th November 2021 whereby the Respondents undertook to pay arrears of deposit and rent at the rate of £25 per week. Mrs Eldridge said that the terms of the Settlement Agreement have not been met.**
- 15. The Tribunal was satisfied that it had sufficient information to determine the application without a Hearing. It accepted the terms of the tenancy agreement and rent and deposit statements. It accepted what Mrs Eldridge said and found her to be credible.**

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.

Martin McAllister

Legal Member:

Date: 17th February 2022