



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017**

**Chamber Ref: FTS/HPC/CV/21/3157**

**Re: Property at 126 Neilston Road, Flat 1/2, Paisley, PA2 6EP (“the Property”)**

**Parties:**

**Ms Madhu Jain, 22 Seafield Road, Bearsden, Glasgow, G61 3LB (“the Applicant”)**

**Mr Judzos Kavaliukas, 126 Neilston Road, Flat 1/2, Paisley, PA2 6EP (“the Respondent”)**

**Tribunal Members:**

**Fiona Watson (Legal Member) and Elizabeth Williams (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant(s):**

**Sum of TWO THOUSAND THREE HUNDRED AND THIRTY POUNDS (£2,330) STERLING**

- Background
- 1. An application was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). Said application sought a payment order against the Respondent on the basis of rent arrears accrued by the Respondent under a private residential tenancy.

- Case Management Discussion
2. A Case Management Discussion (“CMD”) took place on 30 May 2022 by tele-conference. The Applicant was represented by their letting agent, Ms Harper of Castle Residential. The Respondent did not attend nor was he represented. The papers had been served on the Respondent by Sheriff Officer on 14 April 2022. The Tribunal, was satisfied that the Respondent had received notification of the CMD and that the CMD could proceed in his absence.
  3. An application was also heard at the same time under Rule 109 of the Rules and under case reference FTS/HPC/EV/21/3156.
  4. The Applicant’s representative moved for the Order for Payment to be granted as sought. The parties had entered into a Private Residential Tenancy Agreement (“the Agreement”), which commenced 19 July 2019. The Respondent had fallen into arrears of rent in September 2019 and whilst small payments were being made each month, these did not cover the monthly rent meaning the rent arrears accrued month on month. The arrears at the point the application was raised were £2,627. The arrears at the date of the CMD stood at £3,321. No application had been submitted in terms of Rule 14A of the Rules to increase the sum and the lower figure of £2,627 was sought.
  5. The Respondent had been in employment at the start of the tenancy but it was unknown if that remained the case. He was believed to be a single man with no dependants. The tenancy was in his sole name. The last contact with the tenant was prior to Christmas when a visit to the Property was carried out. The letting agent was not given access but the Respondent confirmed that he could not afford the rent each month. He has failed to engage with correspondence. A member of the letting agent’s staff speaks Arabic and has tried to translate for the tenant but this has not helped in getting the tenant to engage.
  6. The Tribunal pointed out that the email address in the Agreement for the tenant was stated as being [kawjuozzus@gmail.com](mailto:kawjuozzus@gmail.com) but the email used for correspondence in relation to the rent arrears was [kawjuozrus@gmail.com](mailto:kawjuozrus@gmail.com). Emails also appear to have been sent to [opgrus66@gmail.com](mailto:opgrus66@gmail.com). The Tribunal requested clarification on what was the correct email address for the tenant. Ms Harper advised that emails had been sent initially to the email address in the lease it these bounced back. The email address was changed following a visit to the Respondent, and these emails have not bounced back. No email correspondence from the Respondent to the Applicant or the letting agent was lodged to show that the email address was correct.
  7. The CMD was adjourned to a further CMD for the Applicant to provide further information, and specifically with regard to this civil application, the Tribunal wish to be satisfied that the email address used by the Applicant’s letting agent is indeed correct, and that correspondence regarding the rent arrears has been issued to a correct email address. Accordingly, both conjoined applications were continued together for further consideration.

8. A further CMD took place on 11 July 2022. The Applicant was again represented by their letting agent, Ms Harper of Castle Residential. She was joined on the call by her colleague, Ms McLellan. The Respondent again did not attend nor was he represented.
9. Following the previous CMD the Applicant's representative had lodged, amongst other items, evidence showing the tenant having emailed the letting agent to advise of his change of email address. Also lodged were excerpts from the letting agent's computer system showing a number of emails and text messages sent to the Respondent advising him of the rent arrears and signposting him to advice agencies for assistance.
10. The Applicant's representative moved for the Order for Payment to be granted in the reduced sum of £2,330. Since the last CMD the Respondent had paid a lump sum of £980 to his rent account, as well as other small payments. Any payments made were sporadic. However, there had been no contact from the Respondent, nor any arrangement made for payment of the remainder of the arrears. The arrears at the date of the CMD stood at £2,330.

- Findings in Fact

11. The Tribunal made the following findings in fact:

- (i) The parties entered into a Private Residential Tenancy Agreement ("the Agreement") which commenced 19 July 2019;
- (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £249 to the Applicant;
- (iii) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £2,330.

- Reasons for Decision

12. The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent was obliged to make payment of rent in the sum of £249 per month under Clause 8 of the Agreement and had failed to do so. He had accrued arrears amounting to £2,330 and which fell lawfully due to be repaid to the Applicant.

- Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment of the undernoted sum to the Applicant:

Sum of TWO THOUSAND THREE HUNDRED AND THIRTY POUNDS (£2,330)  
STERLING

## **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.**

**F. W**

**Legal Member**

**Date: 11 July 2022**