



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/22/0116

Re: Property at 1 Watson Court, Inverurie, AB51 4AF (“the Property”)

Parties:

Mr Norman McLeod, Naurcris, Kirkton of Dyce, Dyce, Aberdeen, AB21 0EY (“the Applicant”)

Miss Claire Stewart, 1 Watson Court, Inverurie, AB51 4AF (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it should an order for payment for the sum of ONE THOUSAND AND SIXTY FIVE POUNDS (£1,065.00) STERLING

Background

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £1,065.00 to the Applicant in relation to rent arrears.
2. The application contained:-
 - a copy of the tenancy agreement,

- rental statement,
 - bank statements, and
 - messages between the landlord and tenant
3. The Applicant's representative, Stephen Clements appeared on behalf of the applicant. Mr Clements was also the landlord, and he was the son-in-law of the Applicant. There was no appearance by the Respondent. Notice of the case management discussion had been served on the Respondent by sheriff officers on 11 March 2022. As I was satisfied that there had been service of the application on the Respondent I was prepared to proceed with today's hearing in her absence.

Discussion

4. I noted the papers lodged in support of the application, including the tenancy agreement, rent account statement and messages between the landlord and tenant. This application related to unpaid rent due in terms of that tenancy agreement.
5. The Applicant's representative advised me that the tenant had moved out of the property on 20 March 2022; she had advised him on 19th March 2022 that she would leave on 20 March 2022. His wife had attended at the property a while after the 20th March and one of the neighbours confirmed that the Respondent had left on the 20th of March 2022.
6. He advised that the rent arrears were still outstanding and there had been no further payments other than the £60 mentioned in the rent statement; in fact the arrears had gone up and as there was now a further month and a bit rent due. The arrears now totalled around £1500. He also advised that the tenant had left the property in a poor condition as she had had two dogs who had urinated on the flooring and floor boards. He would now have to expend money rectifying the damage to the property. He advised that there had been ongoing difficulties with the rent payments, with the Respondent offering to make payments and then pretending not to be in when he arrived to collect the rent.

7. He advised that he had no contact with the tenant since she had moved out. He advised that the sums due were still outstanding.

Findings in Fact

8. The Tribunal found the following facts to be established:
 - a. A tenancy agreement was entered into between the landlord and the Respondent for the property and had existed between the parties
 - b. The Applicant was the heritable proprietor of the property.
 - c. The tenancy commenced on 15 October 2021.
 - d. Clause 7 in the tenancy agreement provided that monthly rent was £375. Rent was due on the 15th of each month.
 - e. The rental statement showed amounts due each month, amounts received, and rent outstanding.
 - f. The rental statement showed total rent arrears outstanding as of 14 February 2022 totalling £1,065.
 - g. It appeared that there had been no payments towards the rent arrears other than those shown on the rent statement.

Reasons for Decision

9. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from private residential tenancies. As this tenancy is a private residential tenancy I am content that I have jurisdiction to deal with this case.

10. There was no response or appearance from the Respondent.

11. The tenancy agreement created obligations between the parties, which included paying rent. The Respondent had failed to pay her rent. There was submitted a rental statement showing the arrears due. The Applicant submitted that the Respondent was in breach of the condition of the tenancy agreement regarding payment of rent, and he had submitted evidence in support of his claim.

12. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for.

Decision

13. I grant an order in favour of the Applicant for ONE THOUSAND AND SIXTY FIVE POUNDS (£1, 065.00) STERLING against the Respondent.

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.

Melanie Barbour

Legal Member/Chair

03 May 2022
Date