



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 70(1) of the Private Housing
Tenancies (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/22/1030

Re: Property at 3/3 21 Hope Street, Glasgow, G2 6AB (“the Property”)

Parties:

**Mrs Trudy Mallinson, Mr Simon Mallinson, MT Properties, Trinity House, 29
Lyndoch House, Glasgow, G3 6EF (“the Applicant”)**

Ms Leigh Shenton, 3/3 21 Hope Street, Glasgow, G2 6AB (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to make an order for payment in the sum of Six thousand
nine hundred and sixty pounds and fifty two pence (£6960.52) against the
Respondent.**

Background

- 1 By application dated 6 April 2022, the Applicant sought an order for payment in the sum of £5115 against the Respondent, being rent arrears of £4575 and costs of £540. In support of the application the Applicant provided:-
 - (i) Private Residential Tenancy Agreement between the parties dated 16 November 2020; and
 - (ii) Rent Statement.
- 2 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject

the application. A Case Management Discussion was therefore assigned for the 28 July 2022 to take place by teleconference. A copy of the application paperwork together with notification of the date and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers.

- 3 The Applicant's Representative subsequently submitted by email an updated rent statement showing arrears of £6565 as at 1 June 2022.

Case Management Discussion

- 4 The Case Management Discussion took place on 28 July 2022. The Applicant was represented by Ms Caitlin McKendrick of Tay Lettings. The Respondent was not present. The Tribunal noted that she had been served with notification of the Case Management Discussion and therefore determined to proceed in her absence.
- 5 Ms McKendrick advised that the Respondent had now vacated the property and they were seeking a reduced sum of £6420.52 in rent arrears, with the additional costs of pursuing the debt which were due under the terms of the tenancy agreement. The costs were in relation to the fee paid to Tay Letting for raising the application and attending the Case Management Discussion. Ms McKendrick confirmed that efforts had been made to engage with the Respondent but not payments were forthcoming.

Findings in Fact and Law

- 6 The parties entered into a Private Residential Tenancy Agreement dated 16 November 2020.
- 7 The tenancy between the parties was a private residential tenancy as defined by section 1 of the 2016 Act.
- 8 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £995 per calendar month.
- 9 In terms of Clause (a) of the Additional Tenancy Terms in the said Tenancy Agreement the Respondent undertook to make payment of any reasonable costs incurred as a result of the Respondent's failure to pay rent on time.
- 10 As at 28 July 2022 the sum of £6420.52 in outstanding rent is due to the Applicant by the Respondent in terms of Clause 8 of the said Tenancy Agreement.
- 11 The Respondent is also liable to pay the sum of £540 to the Applicant, being the reasonable costs incurred by the Applicant in pursuing the unpaid rent, under Clause (a) of the Additional Tenancy Terms in the said Tenancy Agreement.

12 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

13 The Tribunal was satisfied that it could make a determination of the application at the Case Management Discussion and that to do so would not be detrimental to the parties. The Respondent had received proper notification of the application paperwork and had not taken the opportunity to participate in the proceedings.

14 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £6960.52. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £995 per month and to make payment of any reasonable costs incurred by the Applicant in pursuing the unpaid rent. There was nothing before the Tribunal to contradict the position put forward by the Applicant.

15 The Tribunal therefore made an order for payment against the Respondent in the sum of £6960.52.

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.

Ruth O'Hare

28 July 2022

Legal Member/Chair

Date