



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/22/1546

Re: Property at 49 Blamey Crescent, Cowdenbeath, KY4 9JS (“the Property”)

Parties:

Mrs Usha Gronbach, 1 Eastfield Road, Fauldhouse, EH47 9LE (“the Applicant”)

Mr Michael Patrtick, 8 Duffy Place, Rosyth, KY11 2DE (“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 Fourteen thousand five hundred and fifteen pounds and ninety one pence (£14,515.91) Sterling against the Respondent

Background

- 1 By application to the Tribunal, the Applicant sought an order for payment in the sum of £14,175 against the Respondent together with interest from the date of decision until payment. In support of the application the Applicant provided:-
 - (i) Private Residential Tenancy Agreement between the parties; 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 29 September 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 On 7 July 2021 the Applicant submitted an updated rent statement showing arrears in the sum of £14,515.91 and sought amendment of the sum claimed. A copy of the correspondence was intimated on the Respondent.

Case Management Discussion

- 4 The Case Management Discussion took place on 28 September 2022. The Applicant was present. The Respondent was not in attendance. The Legal Member noted that he had been served with the application paperwork and the Applicant further advised that she had discussed it with him and he was aware of the proceedings. The Legal Member therefore determined to proceed in his absence.
- 5 The Applicant advised that she sought an order in the sum of £14,515.91. There were other costs due in relation to cleaning following the Respondent's departure however she would seek to recover these via a further application to the Tribunal. She advised that she was also seeking the court fees, however the Legal Member subsequently clarified that no fees were payable for the lodging of an application with the Tribunal. The Applicant advised that she had met with the Respondent on 10th September 2022 to discuss a payment plan however he had become defensive and aggressive. She had to terminate the meeting. She confirmed that the arrears had gradually increased due to the Respondent's repeated offers of payment, and also the impact of the coronavirus pandemic. No payments had been forthcoming since the meeting with the Respondent on 10th September.

Findings in Fact and Law

- 6 The parties entered into a Private Residential Tenancy Agreement dated which commenced on 15th September 2018.
- 7 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £400 per calendar month.
- 8 The Respondent is liable to pay the sum of £14,515.91 to the Applicant in unpaid rent.
- 9 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

- 10 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.
- 11 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the amended sum of £14,515.91. The request for amendment had been properly intimated on the Respondent. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £400 per month and had repeatedly failed to obtemper this. There was nothing before the Tribunal to contradict the position put forward by the Applicant.
- 12 The Tribunal therefore made an order for payment against the Respondent in the sum of £14,515.91. The decision of the Tribunal was unanimous.

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 September 2022

Legal Member/Chair

Date