



**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/22/2104**

**Re: Property at 182 South Mid Street, Bathgate, West Lothian, EH48 1DY (“the Property”)**

**Parties:**

**Mr Andrew Hall, 33 Chapmans Brae, Bathgate, West Lothian, EH48 4LH (“the Applicant”)**

**Ms Danielle Watson, Unknown, Unknown, Unknown (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make a payment order in the sum of Three thousand four hundred pounds (£3400) Sterling**

**Background**

- 1 By application to the Tribunal the Applicant sought an order for payment of against the Respondent in respect of outstanding rent arrears. In support of the application the Applicants provided the following documentation:-
  - (i) Private Residential Tenancy Agreement between the parties dated 28 February 2022;
  - (ii) Copy text messages between the Applicant and the Respondent;
  - (iii) Proof of rent payments.
- 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 7 March 2023. 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.

### **Case Management Discussion**

- 3 The Case Management Discussion took place on 7 March 2023 by teleconference. The Applicant was represented by Miss Helen Maz. He was not in attendance. The Respondent was not present. The Legal Member noted that she had received service of the application paperwork and therefore determined to proceed in his absence.
  
- 4 Miss Maz confirmed that the Applicant had entered into a private residential tenancy agreement with the Respondent and her partner Gordon Duffy. They had paid rent for the first couple of months however in March 2022 they had advised that rent would be £150 short due to them having to sort out their gas and electricity. The Applicant had agreed to this. In May 2022 there had been an altercation at the flat and Mr Duffy kicked the door in. A neighbour had called the police. The Respondent subsequently advised that Mr Duffy was no longer staying at the property and the locks had been changed. The Applicant believed this to be a guise to prevent him from accessing the property. The Applicant had then applied to the Tribunal for an eviction order. He had recovered possession of the property on 2 October 2022. The arrears had increased to £3400 due to a lack of payments. Miss Maz believed the Respondent and her partner had displayed similar conduct in the past, based on discussions with their previous landlords.

### **Findings in Fact and Law**

- 5 The parties entered into a Private Residential Tenancy agreement dated 28 February 2022.
  
- 6 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £650 per month.
  
- 7 As at 2 October 2022 arrears in the sum of £3400 were outstanding.
  
- 8 Despite requests the Respondent has refused or delayed in making payment of the rent due.
  
- 9 The Respondent is therefore liable to pay the sum of £3400 to the Applicant.

### **Reasons for Decision**

- 10 The Tribunal was satisfied at the Case Management Discussion that it had sufficient information upon which to make a decision and that to do so would not be prejudicial to the interests of the parties. There were no facts in dispute

that would require a hearing to be fixed. The Respondent had not attended the Case Management Discussion, nor made written representations, therefore there was nothing before the Tribunal to contradict the position put forward by the Applicant.

- 11 Based on its findings in fact the Tribunal accepted that the Respondent was liable to pay the sum of £3400 to the Applicant in accordance with her contractual obligations under the tenancy agreement in respect of the payment of rent. The Tribunal therefore determined to make a payment order for that sum.

### **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

**7 March 2023**

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**Legal Member**

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**Date**