



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/22/4377

Re: Property at 1L 41 Erskine Street, Aberdeen, AB24 3NR (“the Property”)

Parties:

Taylored Property Management Limited, 1 North Square, Aberdeen, AB11 5DX (“the Applicant”)

Mr Paul Igesund, Flat D, 63 Victoria Road, Aberdeen, AB11 9LT (“the Respondent”)

Tribunal Members:

Jan Todd (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £2,332 be granted in favour of the Applicant from the Respondent.

- **Background**

1. This was the first case management discussion (CMD) in respect of an application by the Applicant dated 1st December 2022 for an order for payment of arrears of rent from the Respondent who was the Tenant in a Tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

- A copy of a Tenancy Agreement dated 23rd January 2022 between Mr Calum Taylor as Landlord and the Respondent who was the Tenant which commenced on 24th February 2022.
- Copy text messages between the parties
- Copy redacted bank statements
- Rent statement showing a sum due of £2,632

2. The Applicant also advised he believed the tenant who had left the Property on 12th December 2022 was now living at 63D Victoria Road Aberdeen.
3. The Application was accepted on 31st January 2023 and a case management discussion (CMD) was scheduled for 27th March by way of teleconference.
4. Service was validly affected on the Respondent by Service by Sheriff Officers who served the papers on the Respondent on 21st February 2023 after confirming he was now resident at 63 D Victoria Road Aberdeen.
5. The Applicant requested a postponement of the CMD as he was due to be out of the country on 27th March, the postponement was granted and a new CMD arranged for today at 10am by teleconference this was served on the Respondent by recorded delivery.
6. The Tribunal sent a direction asking for clarification of the rent due as the rent statement lodged indicated a higher sum than in the application which was only for £2400 and asked if the deposit had been reclaimed.
7. The Applicant responded to the direction on 3rd March advising that at the time of raising the application the Respondent was still in the Property and so the extra £232 claimed represented the pro rata rent due up to 12th December. He also advised the deposit of £300 had been successfully reclaimed and put towards the arrears. This submission was crossed over to the Respondent but the letter was returned marked "not called for" so the Tribunal then sent it first class post and advertised the CMD and the fact there were papers available for the respondent on their website

- **The Case Management Discussion**

1. The CMD took place by teleconferencing and the Legal Member waited until 10.10 to see if the Respondent was going to join the call. The Respondent did not join and was not represented at the CMD. The Respondent has not lodged any written submissions for the Tribunal to consider.
2. The legal member made introductions and explained the purpose and order of proceedings also advising that the Tribunal could make a decision after a CMD which it could after a hearing if satisfied it was appropriate to do so.
3. Mr Calum Taylor of the Applicants attended on the call. The legal member considered it appropriate to continue with the CMD given that intimation had been given to the Respondent and he has not responded in writing or requested any postponement of today's CMD.
4. Mr Taylor advised that the Property is owned by his company Taylored Property Management Limited but in error he had put his own name on the lease. He confirmed however the Applicant is the owner of the Property, he was acting as agent in being the named landlord. He advised that the Respondent fell into arrears after paying a double payment in July 2022 to cover a missing payment from June and July's rent. He advised that no further rent had been received from the Respondent despite trying to agree a payment plan with him and therefore £2632 remained outstanding at the end of the lease when the tenant left on 12th December 2022. Mr Taylor confirmed he has successfully claimed the full amount of the deposit and has applied this towards the rent due leaving a sum now due

of £2,332. He confirmed he was seeking a payment order for that amount today.

Findings in Fact

1. The parties entered into a lease of the Property in the form of a Private Residential tenancy which commenced on 24th February 2022.
2. The Rent due in terms of the lease is £600 per calendar month payable in advance
3. The tenant had left the property by 12th December 2022 and that is the tenancy end date.
4. The rent outstanding at 12th December 2022 is £2,632
5. The Deposit of £300 has been reclaimed by the Applicant and has reduced the arrears of rent to £2,332

• Reasons for Decision

6. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £600 per month in rent. It is noted Mr Taylor is named as the landlord on the lease but the Property is owned by the Applicant and Mr Taylor confirmed he was acting as landlord for the company which he set up. The Tribunal accepted the Applicant has a right and title to raise this action
7. The Respondent has failed to pay the full rent due. The Tenancy commenced on 24th December 2022 and the rent was £600 per month. The rent statement supplied by the Applicant shows that rent was paid in full from February to July inclusive but has not been paid since. The Respondent left the Property on 12th December 2022 and the rent has been calculated pro rata to then and this leaves the sum of £2,632 due and owing.
8. The Applicants provided written confirmation and Mr Taylor confirmed orally that they had successfully claimed the deposit of £300 back and this has been put towards the arrears leaving a final sum due of £2,332
9. The Respondent was served notice of this application by sheriff officer on 13th April 2022 and has not made any written representations or attended this CMD. Although notification by recorded delivery of this CMD date and the direction response was not called for by the tenant the Tribunal has sent this by ordinary post to the tenant's address and has advertised the calling of this case on their website so full notice has been given.
10. The Tribunal accepts the written evidence and verbal statements made by the Applicant who the Tribunal found clear and credible in his evidence that the rent outstanding as the end of the tenancy was £2,332. In the absence of any representations from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for that sum today. There being no application for time to pay the Tribunal makes an order for payment of the sum claimed.

• Decision

An order for payment of the sum of £2,332 is granted.

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.

Jan Todd

Legal Member/Chair:

Date: 31/05/2023