

Housing and Property Chamber
First-tier Tribunal for Scotland



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/23/0906

Re: Property at 0/11 29 Shakespeare Street, Glasgow, G20 8AD (“the Property”)

Parties:

Miss Simran Uppal, Student Roost, 200 Saint James Road, Glasgow, G4 0NT (“the Applicant”)

Mr Ibrahim Adjoholoun, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Richard Mill (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order be granted against the Respondent for payment to the Applicant of the sum of Four Thousand Three Hundred and Fifty One Pounds and Twenty One Pence (£4,351.20); subject to a time to pay direction under Section 1(1) of the Debtors (Scotland) Act 1987, requiring the respondent to pay the full amount by lump sum within 28 days from intimation of this Order

Introduction

This is an application under rule 111 and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016..

The CMD took place by teleconference on 21 July 2023 at 2.00 pm. The applicant was represented by Miss Jodie Waite of Strathclyde University Union Advice Hub. The respondent failed to participate in the hearing. He was well aware of the application and had emailed the tribunal on more than one occasion. No representations had been

received or defence stated. He emailed the tribunal on 20 July to advise that neither he or his solicitor would be in attendance.

Findings and Reasons

The property is Flat 0/11, 29 Shakespeare Street, Glasgow G20 8AD. The applicant is Miss Simran Uppal who is the former tenant. The respondent is Mr Ibrahim Adjoholoun who is the landlord.

The parties entered into a written agreement entitled 'Lodger Agreement'. This reflects that the tenancy related to a room within a shared flat. The applicant had the sole use of her own ensuite bedroom, as well as other shared facilities being a kitchen/dining room/sitting room. For the purposes of sections 1 and 2 of the 2016 Act this constitutes a private residential tenancy.

The private residential tenancy commenced on 12 October 2022. The rent stipulated in the agreement was £950 per month which required to be paid in advance. The intended duration of the tenancy agreement was a period of 9 months. Erroneously the end date is stipulated as 12 June 2023 when, in fact, it ought to have been 12 July 2023.

The sum of £9,000 was paid by the applicant to the respondent for taking up occupation. This reflects a payment of £8,550 being 9 months at £950, together with an excess of £450 which was a deposit.

By email dated 8 February 2023, the applicant provided notice to the respondent of her intention to leave the property and to end the agreement. She was entitled to provide that notice and bring the tenancy agreement to an end and this is reflected within the terms of the written agreement at clause 22.

The applicant occupied the property for a total of 149 days. The rental charge was £31.20 per day derived from a sum of £950 per month.

The total rent payable by the applicant for her occupation of the property was £4,648.80. The applicant seeks reasonably to recover the excess of the advanced rent which she paid, together with her deposit. This equates to a sum of £4,351.20. The applicant is entitled to recover.

The respondent has not opposed that application. The respondent fails to make return of the sums due to the applicant or unreasonably refuses to do so. He has intimated in an email dated 13 July 2023 to the applicant's representative that he is willing to repay the sum sought and accordingly out of fairness the tribunal made a time to direction requiring payment within 28 days.

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.

R Mill

21 July 2023

Legal Member/Chair

Date