



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)**

**Chamber Ref:** FTS/HPC/CV/23/1017

**Re:** 39 Goldcrest Crescent, Lesmahagow, Lanarkshire, ML11 0GU (“the Property”)

**Parties:**

**Mr Charles Alexander, Green End Barn, Streatley Road, Sundon, Luton, LU3 3PH (“the Applicant”)**

**Mr Gurmail Singh, formerly of 39 Goldcrest Crescent, Lesmahagow, Lanarkshire, ML11 0GU, and now of an address unknown (“the Respondent”)**

**Tribunal Member:**

**Pamela Woodman (Legal Member)**

**Present:**

The case management discussion in relation to case reference FTS/HPC/CV/23/1017 took place at 2pm on Wednesday 4 October 2023 by teleconference call (“the CMD”). The Applicant was present. The Respondent was not present and was not represented at the CMD. The clerk to the Tribunal was Patricia Berlouis.

**DECISION**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment for £1,740.97 be granted against the Respondent in favour of the Applicant.**

**BACKGROUND**

1. An application had been made to the Tribunal under section 71(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“HPC Rules”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in

terms of rule 111 (*Application for civil proceedings in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was an order for payment against the Respondent in the sum of £1,740.97.
3. The application was accompanied by various documents, including copies of the following:
  - a. Scottish private residential tenancy agreement dated 6 and 7 June 2022 between the Applicant and the Respondent ("**Tenancy Agreement**"), providing for:
    - i. a start date of 7 June 2022;
    - ii. rent of £525 per calendar month, payable in advance;
    - iii. the first payment of rent to be paid on 7 June 2022;
    - iv. future payments of rent to be received by the Applicant on or before the 7<sup>th</sup> of the month; and
    - v. payment of a rent deposit of £630.
  - b. E-mail from RentLocally.co.uk to the Applicant dated 24 April 2023 setting out the "ledger of the lease" and which showed arrears of rent of £1,740.97 as at 13 March 2023 (after return of a tenancy deposit of £630) in respect of the period from 7 August 2022 to 23 December 2022.
4. A notice of acceptance of the application was issued by the Tribunal dated 4 August 2023 under rule 9 of the HPC Rules, which confirmed that the application paperwork had been received by the Tribunal between 27 March and 7 July 2023.
5. The Legal Member noted that the Applicant had provided a letter from a tracing agency to the Tribunal's administration team but that the name of the person traced and the date of birth of the person traced were different to the details for the Respondent otherwise noted in the case papers.
6. In any event, the notice of the CMD had been served by advertisement in accordance with rule 6A of the HPC Rules. A certificate of service of advertisement was provided to the Legal Member.
7. This decision arises out of the CMD.

#### **PROCEEDINGS, NAMELY THE CMD**

8. The Legal Member noted that she was satisfied that the requirements of rule 6A of the HPC Rules had been met and, accordingly, that notice of the CMD had been deemed to be served on the Respondent. In addition, she noted that the Tribunal's administration team had sent a copy of the letter to the Respondent notifying them of the public notice of service available on the Tribunal's website. This letter was sent by e-mail dated 24 August 2023 to the e-mail address for notices to the Respondent set out in the Tenancy Agreement.

9. The Legal Member was satisfied that the CMD could proceed in the absence of the Respondent.
10. The Applicant confirmed that the rent arrears were £1,740.97, after the tenancy deposit of £630 had been repaid to him.
11. The Applicant confirmed that the rent for December 2022 had been apportioned because the Respondent had left the Property part-way through the month on 23 December 2022.

## **FINDINGS IN FACT**

12. The Tribunal was satisfied that rent at a rate of £525 per calendar month was payable under the Tenancy Agreement in respect of the Property.
13. The Legal Member noted that the apportioned amount for December 2022 (as stated in the ledger) was £270.97 (which had been calculated based on 31 days in December and was  $16/31 \times £525$ ) and that had the apportioned amount been calculated on an annual basis, 16 days' of rent would have been £276.16 (which was greater than the amount charged to the Respondent and claimed).

## **REASONS FOR DECISION**

14. The Tribunal was satisfied, on the balance of probabilities, that there were arrears of rent to 23 December 2022 which were (after deduction of the rent deposit which had been paid over to the Applicant) in the sum of £1,740.97, which sum was due and had not been paid by the Respondent.
15. Accordingly, the Tribunal found, on the balance of probabilities, that £1,740.97 was due and payable by the Respondent to the Applicant.

## **DECISION**

16. The Tribunal granted the application under section 71(1) of the 2016 Act for an order for payment in the sum of £1,740.97 (one thousand seven hundred and forty pounds and ninety-seven pence sterling).

## **Right of Appeal**

**In terms of Section 46 of the Tribunals (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.**



*4 October 2023*

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**Legal Member (chair)**

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**Date**