



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/23/1157

Re: Property at 28 Kelso Avenue, Lesmahagow, ML11 0BA (“the Property”)

Parties:

Mrs Charlotte Baillie, Longlea Farm, Netherburn, ML9 3BS (“the Applicant”)

Mr Calvin McLelland, Miss Marianna Gibson, UNKNOWN, UNKNOWN (“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 a payment order in the sum of Two thousand nine hundred and forty one pounds and ninety two pence (£2941.92) 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 8 February 2021; 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 23 May 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.

- 3 The Applicant's representative subsequently emailed the Tribunal to confirm that the tenancy had been terminated as of 27 April 2023.

Case Management Discussion

- 4 The Case Management Discussion took place on 23 May 2023 by teleconference. The Applicant was represented by Mr Kiernan. The Respondents were not in attendance. The Legal Member noted that they had received service of the application paperwork and therefore determined to proceed in their absence.
- 5 Mr Kiernan advised that issues with rent payments had arisen in October 2022. He understood the Respondents had experienced problems with employment and had separated. The second named Respondent had left the property, at which point the first named Respondent had stopped paying rent. There had been one payment from universal credit but nothing further and the direct payments had since been cancelled. It had been very difficult to contact the Respondents, they were non-communicative. The first named Respondent had left the property however the keys were not returned. The property was full of personal items. Mr Kiernan confirmed that the rent arrears balance was £2941.92. The Applicant had attempted to make a claim for the deposit but the Respondents had not authorised this as yet.

Findings in Fact and Law

- 6 The parties entered into a Private Residential Tenancy agreement dated 8 February 2021.
- 7 In terms of Clause 8 of the said Tenancy Agreement the Respondents undertook to make payment of rent at the rate of £520 per month.
- 8 The tenancy terminated on 27 April 2023.
- 9 As at the termination date of the tenancy arrears in the sum of £2941.92 were outstanding.
- 10 Despite requests the Respondents have refused or delayed in making payment of the rent due.
- 11 The Respondents are therefore liable to pay the sum of £2941.92 to the Applicant.

Reasons for Decision

- 12 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 Respondents 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.
- 13 Based on its findings in fact the Tribunal accepted that the Respondents was liable to pay the sum of £2941.92 to the Applicant in accordance with their 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.

R O'Hare

25 May 2023

Legal Member/Chair

Date