



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/21/1213

Re: Property at 28C Highholm Street, Port Glasgow, PA14 5HL (“the Property”)

Parties:

Chesnutt Skeoch LTD, 30 East Main Street, Darvel, KA17 0HP (“the Applicant”)

Ms Nicola Lee, 28C Highholm Street, Port Glasgow, PA14 5HL (“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 £661.53 be granted in favour of the Applicant from the Respondent.

- **Background**

This was the first case management discussion (CMD) in respect of an application by the Applicant dated 20th May 2021 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 the Tenancy Agreement dated 20th January 2020 between the Applicant as Landlord and the Respondent who was the Tenant.
- Statement of rent arrears showing a sum outstanding as at 20th May 2021 of £510.56.

1. Due to the Covid 19 pandemic the case management discussion (CMD) proceeded today by way of teleconference due to the requirement at the current time for social distancing.
2. Service was validly affected on the Respondent by Service by Sheriff Officers who served the papers on the Respondent on 30th June 2021.
3. On 8th July the Applicant lodged a fresh rent statement with a revised arrears total showing the sum then due had increased to £779.61.

- **The Case Management Discussion**

4. The CMD took place by teleconferencing and the Legal Member waited until 14.10 to see if the Respondent was going to join the call. The Respondent did not join and was not represented at the CMD.
5. Mr Ken Johnstone a Director of the Applicant attended but was not represented. The legal member considered it appropriate to continue with the CMD given that intimation had been given to the Respondent and she has not responded in writing or requested any postponement of today's CMD.
6. Mr Johnstone advised that the Respondent has been continually erratic in her payment of rent and referred to the statement of rent which he had provided on 8th July which showed a revised sum due of £779.61. Mr Johnstone advised that he has since received one further payment of £118.08 in respect of housing benefit and that brings the sum due today to £661.53. He advised that although the Respondent usually avoids all attempts to contact her or discuss the arrears he did see her at the flat on 30th June and she advised she intended to leave shortly. Mr Johnstone took that as her notice to leave and on his return from holiday he attended the flat on 29th July and confirmed the tenant had left the Property but had left it in a mess, with belongings that would need removed and other damage such as holes in the wall which would need repaired. He advised he would be claiming the deposit to pay for some of these repairs and so the deposit would not be available to go towards the arrears.
7. Mr Johnstone was seeking an order for payment today.

Findings in Fact

1. The parties entered into a lease of the Property which commenced on 20th January 2020
2. The Rent due in terms of the lease is £400 per calendar month payable in advance
3. The tenant has left the Property on or around the 28th July 2021
4. The rent outstanding at the date of the application was £510.56 and is currently £661.53.
5. The Respondent has consistently been erratic in her payments. The Applicants have contacted the tenant asking her to discuss payments but have not had any response.

6. The Applicants received a final payment from housing benefit on 15th July of £118.08 and has credited that to the rent account.
7. The Deposit of £400 is being reclaimed by the Applicants in respect of damage to the Property and is not available to be put towards the rent arrears.

- **Reasons for Decision**

8. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £400 per month in rent.
9. The Respondent has failed to pay the full rent due. She has now left the Property after notifying the Applicant on or around 30th June 2021 that she would be leaving the Property

Mr Johnstone confirmed that the tenant had left by 28th July when he checked the Property. Mr Johnstone advised that despite texting and contacting the Respondent regularly asking her to contact them to discuss the debt and make arrangements to pay the Respondent has been consistently erratic in her payments and has refused to engage. He has taken the verbal notice of leaving as her 28 days notice and has advised he had sent to the Tribunal a revised rent statement showing the final balance due on 29th July.

The Applicant has indicated an increase in the sum sought by submitting a revised rent statement on 8th July. This has been crossed over to the Respondent. The Applicant advised he has lodged a further statement showing the final sum but this statement has not been received by the Tribunal but given the revised sum due is lower than the sum previously intimated the Tribunal accepted this is the current sum due.

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 of August 2021 amounts to £661.53. As this is lower than the sum previously intimated the Tribunal finds it fair and appropriate to make an order for payment for that sum today.

10. There being no application for time to pay the Tribunal makes an order for payment of the sum as amended claimed.

- **Decision**

An order for payment of the sum of £661.53 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.

Legal Member/Chair – 4th August 2021
Date