



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014**

**Chamber Ref: FTS/HPC/CV/22/0235**

**Re: Property at 22 Huntly Gardens, Blantyre, G72 0GW (“the Property”)**

**Parties:**

**Mr Tooran Asif, 18 Huntly Garden, Blantyre, G72 0GW (“the Applicant”)**

**Mrs Gillian Geddes, 25 Talbet Avenue, Blantyre, G72 9PB (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the order for payment is granted to the amount of £609.03 (SIX HUNDRED AND NINE POUNDS AND THREE PENCE) from the Respondent to the Applicant.**

**Background**

1. This is an application in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant is seeking an order for payment of the sum of £609.03 in terms of s16 of the Housing (Scotland) Act 2014.
2. The Tribunal had before it the following documents:
  - Application dated 25<sup>th</sup> January 2022;
  - Short Assured Tenancy agreement; and
  - Rent statement for the period 3<sup>rd</sup> July 2020 – 19<sup>th</sup> August 2021
3. On 19<sup>th</sup> May 2022, sheriff officers served the letter with notice of the hearing date and documentation upon the Respondent personally. This was evidenced by Certificate of Intimation dated 19<sup>th</sup> May 2022.

### Case Management Discussion

4. A CMD was held on 27<sup>th</sup> June 2022 at 2pm by teleconferencing. The Applicant was represented by Mr Barry Munro, GBS Lets Ltd. The Applicant did not attend. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make any representations in advance of the hearing.
5. Mr Munro told the Tribunal that the Respondent had returned the keys to the Property on 9<sup>th</sup> September 2021. She had initially given her notice with a leaving date of 3<sup>rd</sup> August 2021. This date was then moved back. A pro rata rate of £448.77 was given to the Respondent for that notice period. The Respondent paid this. She then extended her leaving date until she finally left on 9<sup>th</sup> September 2021. A pro rata rate for the remaining period was calculated at £608.03 which is the amount sought in the application. The Respondent was emailed on three occasions on 1<sup>st</sup>, 5<sup>th</sup> and 11<sup>th</sup> October 2021 but has failed to address the outstanding arrears. The deposit of £925 was returned to the Applicant for cleaning and repaired which were caused by the Respondent. The Respondent had initially disputed to the letting agents that the deposit should not be returned but did not raise an opposition when the request for the deposit was made with the deposit scheme. Mr Munro noted that there were no outstanding Universal Credit issues. The Respondent owns at least two children's' nurseries.
6. The Tribunal was satisfied that the amount sought was owed by the Respondent to the Application and it was reasonable to grant an Order for payment.

### Findings in Fact

7. The parties entered into a Short Assured Tenancy on 26<sup>th</sup> October 2017 for a 6 month period until 2<sup>nd</sup> May 2018 and on a month to month basis thereafter. The rent payments of £925 were due by the 26<sup>th</sup> day of each month.
8. The Respondent returned the keys for the Property on 9<sup>th</sup> September 2021. She did not pay the pro rata remaining rent amounting to £609.03.
9. There are no outstanding Universal Credit or other benefits issues.
10. The arrears due to the Applicant amounts to £609.03.

### Reasons for Decision

11. The Respondent has failed to make payment of the rent lawfully due in terms of the lease between the parties. The Applicant has lodged a rent statement for the period 3<sup>rd</sup> July 2020 to 19<sup>th</sup> August 2021 in which payments have been missed to amounting to £609.03 in rent arrears. The Tribunal was satisfied that there were no other issues of reasonableness before them. The Tribunal decided that the Respondent had persistently not paid the rent and was in

arrears. As a consequence the Applicant was entitled to be granted the Order for payment of £609.03 against the Respondent.

### Decision

12. The Applicant is entitled to an order of payment of £609.03 by the Respondent. The Order was granted against the Respondent.

### **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.**

Gabrielle Miller

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27<sup>th</sup> June 2022

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Legal Member/Chair

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Date