



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/20/0752

Re: Property at 11 Alexander Street, Cowdenbeath, KY4 9AA (“the Property”)

Parties:

Mr Alan McCormack McKinlay, C/o Morgans, 33 East Port, Dunfermline, KY12 7JE (“the Applicant”)

Miss Victoria Louise Rouse, Mr Stephen Patrick Wotherspoon, 258 Main Street, Kelty, Fife, KY4 0AR; 80 Centre Street, Kelty, Fife, KY4 0EJ (“the Respondents”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order in the sum of Two thousand two hundred and fifty four pounds and twenty five pence (£2,254.25) Sterling

Background

- 1 By application dated 26 February 2020 the Applicant sought an order for payment of rent arrears against the Respondents in the sum of £2254.25. In support of the application the Applicant provided a copy Private Residential Tenancy Agreement and Rent Statement.
- 2 By Notice of Acceptance of Application dated 17 March 2020 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 14th August 2020. Due to the imposition of restrictions in response to the Covid-19 pandemic the Case Management was scheduled to take place by tele-conference. A copy of the

application paperwork together with the date and time of the Case Management Discussion and instructions on how to join the tele-conference was served upon the Respondents personally by Sheriff Officers on 21st July 2020.

The Case Management Discussion

- 3 The Case Management Discussion took place on 14 August 2020 by teleconference. Mrs Isabel Barclay was in attendance on behalf of the Applicants. Neither Respondent was present.
- 4 Having noted that the application paperwork had been served personally on the Respondents by Sheriff Officers, the Legal Member determined to proceed with the Case Management Discussion in their absence having been satisfied that they had received proper notification of the date, time and procedures for joining the tele-conference.
- 5 Mrs Barclay confirmed that the Applicant was seeking payment of the sum of £2254.25. The Respondents had failed to make any payments. They had since left the property. The Legal Member queried what the position was regarding the deposit. After a short adjournment to allow Mrs Barclay to check the position, the Legal Member noted her submission that the deposit had been returned to the Applicant in full and applied to the costs of making good damage caused to the property by the Respondents. Therefore the rent arrears remained outstanding at £2254.25.

Findings in Fact and Law

- 6 The parties entered into a Private Residential Tenancy Agreement in respect of the property dated 25 March 2019 which commenced on that same date.
- 7 In terms of Clause 8 of the said Tenancy Agreement the Respondents had a contractual obligation to pay rent at the rate of £550 per month.
- 8 The tenancy terminated on 27 January 2020. As at the date of termination arrears in the sum of £2254.25 were outstanding.
- 9 The Respondents are liable for payment of the said sum of £2254.25 in terms of the Tenancy Agreement between the parties.

Reasons for Decision

- 10 The Tribunal was satisfied that the Respondents had received proper notification of the application and the Case Management Discussion. The Tribunal therefore considered it was able to continue with the Case Management Discussion in the absence of the Respondents. The Tribunal was further satisfied that it was able to make a determination of the application at the Case Management Discussion and that to do so would not be prejudicial to the interests of the parties.
- 11 Having considered the terms of the tenancy agreement and rent statement produced by the Applicant, and based on its findings in fact, the Tribunal was satisfied that the Respondents were liable to pay the sum of £2254.25. The Tribunal accepted the evidence of the Applicant that the Respondents had a contractual obligation to make payment of rent at the rate of £550 per month. The Respondents had not sought to dispute the terms of the application and there was no evidence before the Tribunal to contradict the position put forward on behalf of the Applicant. The Tribunal therefore made an order for payment against the Respondents.

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.

Ruth O'Hare

14 August 2020

Legal Member/Chair

Date