



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/18/2667

Re: Property at 71 Honeybog Road, Glasgow, G52 4EQ (“the Property”)

Parties:

Miss Priti Kullarwar, 158 Linburn Road, Glasgow, G52 4EN (“the Applicant”)

Mr Calum Cutt, 24 Balgray Road, Newton Mearns, Glasgow, G77 6PB (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 70 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £1250 in relation to rent arrears due by the Respondent.
2. The application contained:-
 - a copy of the Tenancy Agreement;
 - a copy of a rent statement; and
 - letter sent to respondent chasing payment.
3. The Applicants’ representative, Redmond Harris, from Messrs Jackson Boyd Lawyers, attended on behalf of the Applicant. There was no

appearance from the Respondent. Notice of the Hearing together with a copy of the application had been served by sheriff officers on the Respondent on 4 April 2019. As I was satisfied that the Respondent had had notice of today's hearing, I was therefore prepared to proceed in his absence.

4. This was the third case management discussion held in respect of this application, and reference is made to the terms of the case management discussion notes which were held on 27 November 2018 and 14 January 2019.

The Hearing

5. The Applicants' representative noted that there was a tenancy agreement between the Applicant and the Respondent. This application related to unpaid rent due in terms of that agreement.
6. The Applicants' agent advised that the rent arrears were still outstanding as at today's date. The last payment made by the Respondent had been on 1 December 2017 and there had been no further payments since that date.
7. He advised that the Respondent had been served with a notice to quit in respect of the property. That notice expired on 28 February 2018 and that the Respondent vacated the property on or around this date. He believes that he may have vacated the property later than the end of February 2018 and he referred to emails between the Respondent and the letting agents which would tend to suggest a later date, however the Applicant was only seeking payment for rent due up to 28 February 2018.
8. The legal member queried the rent account which had been lodged with the application as it appeared to show that there had been two further months' rent sought, for March and April 2018 and further that a payment of £1250 had been made in April 2018. The Applicant's representative advised that this was in fact the computer generated administrative statement, and he submitted that there had been no further payment in April 2018 and rent was not sought for March and April 2018. To clarify this he tendered a further rent account statement showing the rent due up to the end of February 2018. I agreed to accept this additional document.
9. He submitted that the current arrears remained £1250.00 and sought an order for repayment.

Findings in Fact

10. The Tribunal found the following facts to be established:

11. An assured tenancy agreement was entered into between the Applicant and the Respondent for the property and existed between the parties. It commenced on 1 November 2017.
12. Clause 2 of the tenancy agreement provided that rent of £625.00 was due per calendar month with the first payment being made on 1 November 2017.
13. That the tenancy was terminated on around 28 February 2018.
14. That the Respondent had vacated the property on or after 28 February 2018.
15. That the rental statement showed amounts due each month, amounts received, and rent outstanding. That the rental statement showed a balance in arrears of £1250 as at 4 April 2018.
16. That the last payment made by the Respondent appeared to have been made in December 2017 and was for £625.
17. As at 26 April 2019 the rent outstanding appeared to be £1250

18. Reasons for Decision

19. Section 16 of the Housing (Scotland) Act 2014 provides that the First Tier Tribunal has jurisdiction in relation to actions arising following from a number of tenancies, including those arising under an assured tenancy within the meaning of section 12 of the Housing (Scotland) Act 1988.
20. As this tenancy is an assured tenancy I am content that I have jurisdiction to deal with this case.
21. There was no response or appearance from the Respondent but he had been notified of today's hearing.
22. The tenancy agreement created obligations between the parties, one of those obligations was to pay rent, and the Respondent has failed to do so. There was submitted a rental statement showing the arrears due and information was provided today by the Applicant's representative as to the current rent arrears outstanding as at today's date.
23. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for.

24. Decision

25. I grant an order in favour of the Applicants for ONE THOUSAND TWO HUNDRED FIFTY POUNDS (£1,250.00) STERLING 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.

Ms Melanie Barbour

Legal Member/Chair

26.4.19

Date