



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing Scotland  
Act 1988**

**Chamber Ref: FTS/HPC/CV/19/3863**

**Re: Property at 9 Elizabethan Way, Renfrew, PA4 0LX (“the Property”)**

**Parties:**

**Mr Ian Reilly, Mrs Elizabeth Reilly, C/O Ritehome Ltd, 350 Glasgow Harbour  
Terraces, Glasgow, G11 6EG (“the Applicant”)**

**Miss Jade Gavin, Unknown, Unknown (“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**

- Background

This was the second case management discussion (CMD) in respect of an application by the Applicant dated 4<sup>th</sup> December 2019 for an order for payment of arrears of rent in the sum of £733.83 against the Respondent who was the Tenant in a Short Assured Tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

1. A copy of the Short Assured Tenancy Agreement dated 29<sup>th</sup> November 2017 between the Applicants as Landlord and the Respondent who was the Tenant.
2. Statement of rent arrears showing a sum outstanding as at November 2019 of £733.83

1. The Application was accepted acceptance by a legal member of the Tribunal dated 13<sup>th</sup> December 2019 and a date was fixed for a Case Management Discussion to be held on 2<sup>nd</sup> March.
2. At the CMD which was held on 2<sup>nd</sup> March the Applicant was represented by his agent Mr Nixon the letting agent. The Respondent did not attend nor was she represented.
3. It was agreed at the CMD that the applicant had been raised under the wrong rule number namely Rule 111 of the Tribunal's rules which relates to a tenancy under the Private Housing (Tenancies)(Scotland) Act 2016 and not the Housing (Scotland) Act 1988 which regulates short assured tenancies.
4. The Applicants asked to amend the application and the Tribunal agreed the application should be amended to reflect it was being brought under Rule 70 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended but as the Respondent had not had 14 days' notice of this change the CMD was adjourned to a further date to be arranged, to allow notification of this amendment to be made and to arrange service of this on the Respondent t by service by advertisement as the whereabouts of the Respondent are unknown
5. Due to the Covid 19 pandemic that case management discussion had to be postponed again and was continued to today's date. The CMD proceeded today by way of teleconference due to the requirement at the current time for social distancing.
6. Service was validly effected by advertisement in terms of Rule 6A of the First Tier Tribunal for Housing and Property Chamber (Procedure) Regulations 2017 as amended and the Tribunal has been provided with a Certificate of Service by Advertisement.

- **The Case Management Discussion**

7. The CMD took place by teleconferencing and the Legal Member waited until 10.10 to see if the Respondent was going to join the call. The Respondent did not join and was not represented at the CMD.
8. The Applicants were not present either but were represented by their Agent, Mr Nixon of Rite Homes.
9. Mr Nixon confirmed that there have been no further payments of rent since the last CMD.
10. He confirmed, as he did at the last hearing, that the Respondent had rented the Property from the Applicants from 29<sup>th</sup> November 2017 until she left on 7<sup>th</sup> November 2019. The monthly rent is £595 and she did not pay he confirmed, the month's rent due on 1<sup>st</sup> October 2019 and the rent due on 1<sup>st</sup> November, namely the first 7 days of November before she left.
11. The Applicants have lodged a rent statement showing the sum due is £733.83 and Mr Nixon confirmed the extra £138.83 is the pro rata sum due from the end of October 2019 until the day the Tenant left on 7<sup>th</sup> November.
12. The Legal Member asked what happened to the deposit mentioned in the lease. Mr Nixon advised that had been successfully claimed by the

landlords to cover damage sustained to the Property caused he said by the Tenant before she left.

13. He confirmed that neither he nor the Landlords have heard anything further from the Tenant and the rent remains outstanding.

### **Findings in Fact**

1. The parties entered into a lease of the Property which was dated and commenced on 29<sup>th</sup> November 2017.
2. The Rent due in terms of the lease is £595 per calendar month payable in advance
3. The tenant left the Property on 7<sup>th</sup> November 2019.
4. The rent outstanding at the date of the application and today's date is £733.83
5. The Deposit of £595 has been reclaimed by the Applicants and applied to the cover the cost of damage to the Property.
6. No further sums have been paid.

### **• Reasons for Decision**

7. The parties have entered into a lease where the Respondent has leased the property from the Applicants and has agreed to pay £595 per month in rent.
8. The Respondent has failed to pay the full rent due and in particular has not paid anything towards the rental sums in October and up to 7<sup>th</sup> November 2019 when the tenant left the Property.
9. No further sums have been paid.
10. The Tribunal accepts the written evidence and verbal statements made by the Applicant's agent, who the Tribunal found clear and credible in his evidence that the rent outstanding at the time of the application and today amounts to ££733.83
11. In the absence of any response from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for that sum today.
12. There being no application for time to pay the Tribunal makes an order for payment of the sum claimed.

### **• Decision**

- An order for payment of the sum of £733.83

### **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.**

**Jan Todd**

**Legal Member/Chair**

**Date 5<sup>th</sup> August 2020**