



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 2014

Chamber Ref: FTS/HPC/CV/19/3088

Re: Property at 69D Marischal Street, Peterhead, AB42 1PR (“the Property”)

Parties:

Solaris Properties, 3 St Peter Street, Peterhead, AB42 1RR (“the Applicant”)

Ms Ligyta Kublickaite, whose present whereabouts are unknown (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondent in the sum of Six hundred and seventy eight pounds and fifty one pence (£678.51) Sterling

- 1 By application received 1st October 2019 the Applicant sought an order for payment of rent arrears against the Respondent. In support of the application the Applicant provided a copy Lease Agreement and Rent Account. The Applicant further provided an application for service for advertisement and Trace Report from Sheriff Officers.
- 2 By Notice of Acceptance of Application dated 22 October 2019 the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. The application for service for advertisement was also granted. A Case Management Discussion was therefore assigned for 13th December 2019.

- 3 A copy of the application paperwork together with notification of the Case Management Discussion was published on the Tribunal website between 12 November 2019 and 13th December 2019.

The Case Management Discussion

- 4 The Case Management Discussion took place on 13th December 2019. Mr Julius Zemulis appeared on behalf of the Applicant.
- 5 The Legal Member explained the purpose of the Case Management Discussion (“CMD”). Having noted that the application paperwork had been served on the Respondent by advertisement on the Tribunal website, the Legal Member determined to proceed with the CMD in her absence having been satisfied that she had received proper notification of the date, time and location.
- 6 As a preliminary matter, the Legal Member noted that the Tenancy Agreement produced was in name of Aidus Zemulis and was unsigned. Mr Zemulis explained that the Respondent had signed the Tenancy Agreement produced with the paperwork and he had in fact provided the signed pages with his original application. The Legal Member noted that a JPEG file in this regard appeared to have been attached to the original email the Applicant had sent with the application. The Legal Member noted that Mr Zemulis was prepared to confirm in front of the Tribunal that the tenancy agreement produced was that signed by the Respondent. Having regard to the requirement for parties to be truthful in their representations to the Tribunal, the Legal Member accepted this to be the case, however noted that Mr Zemulis would provide copies of the signed pages by email to the Tribunal for their records.
- 7 The Legal Member then confirmed with Mr Zemulis that he was seeking the sum of £678.51 and that no payments had been received from the Respondent. She had also failed to provide a forwarding address and there had been no further contact.

Findings in Fact and Law

- 8 The parties entered into a Short Assured Tenancy Agreement in respect of the property.
- 9 In terms of the said Tenancy Agreement the Respondent is due to pay rent of £475 per month.
- 10 The tenancy terminated on 14th October 2019. As at the date of termination arrears in the sum of £678.51 were outstanding.

- 11 The Respondent is liable for payment of the said sum of £678.51 in terms of the Tenancy Agreement between the parties.
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- 12 Despite repeated requests the Respondent has refused or delayed to make payment of the sums due.

Reasons for Decision

- 13 The Applicant had satisfied the Tribunal that attempts had been made to locate the Respondent and on that basis the Tribunal was content that service by advertisement on the Tribunal website was appropriate. The Tribunal therefore considered it was able to continue with the Case Management Discussion in the absence of the Respondent. 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.
- 14 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 Respondent was liable to pay the sum of £678.51. The Tribunal accepted the evidence of Mr Zemulis that the Tenancy Agreement produced was that entered into between the parties and that the Respondent therefore had a contractual obligation to make payment of rent at the rate of £475 per month. The Respondent 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 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.


Legal Member/Chair

13/12/19
Date