



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016
Chamber Ref: FTS/HPC/CV/22/0660

Re: Property at 192 Montford Avenue, Glasgow, G44 4NY (“the Property”)

Parties:

Mr John Blyth, Angela Brennan, 27 Glenlyon Place, Glasgow, G73 5PL (“the Applicant”)

Mr Thomas Hammell, 192 Montford Avenue, Glasgow, G44 4NY (“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 an order for payment of the sum of £2,774.38 be granted in favour of the Applicant from the Respondent.

- **Background**

1. This was the first case management discussion (CMD) in respect of an application by the Applicant dated 28th February 2022 for an order for payment of arrears of rent from the Respondent who was the Tenant in a Tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

- A copy of a Tenancy Agreement dated 26th May 2019 between the Applicant as Landlord and the Respondent who was the Tenant.
- Statement of rent arrears showing a sum outstanding as at 25th March 2022 of £2025.

2. The case management discussion (CMD) proceeded today by way of teleconference.
3. Service was validly affected on the Respondent by Service by Sheriff Officers who served the papers on the Respondent on 13th April 2022 by letterbox service.
4. The Tribunal sent a direction asking for clarification of the rent due as the rent statement lodged indicated a balance transferred over.
5. The Applicant responded to the direction on 6th May enclosing clearer rent statement dated from 26th November 2019 to 25th May 2022 and confirming an increase in the amount due of £3,075. The Applicant advised that the respondent had been paying a top up in addition to the monthly rent of £525 to repay some arrears until November 2021 when no further rent or payment towards the arrears had been received. The Applicant also advised that the Respondent had been advised of the rent arrears by e-mail each month and had not disputed them. This submission was crossed over to the Respondent.

- **The Case Management Discussion**

1. 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. The Respondent has not lodged any written submissions for the Tribunal to consider.
2. The legal member made introductions and explained the purpose and order of proceedings also advising that the Tribunal could make a decision after a CMD which it could after a hearing if satisfied it was appropriate to do so.
3. Both of the Applicants attended on the call. The legal member considered it appropriate to continue with the CMD given that intimation had been given to the Respondent and he has not responded in writing or requested any postponement of today's CMD.
4. Ms Brennan spoke first and advised that the Property was managed by Lets Let Ltd, that the Respondent had been the tenant in the Property and had accrued arrears in 2020, that he had a verbal agreement to try and overpay by £100 a month to repay the arrears but that he stopped paying anything from November 2021. She advised there has been no contact from the Respondent since then about the arrears which she confirmed now amount to £3,075. Mr Blyth indicated that there was a previous tenancy with another joint tenant but a new Private residential tenancy was entered into with the Respondent alone in May 2019.
5. Ms Brennan then confirmed that she believes the tenant has now left the Property although she is not sure exactly when he left. She advised that they had served a notice to leave on the tenant but that he had not left by the date specified in the notice. She confirmed that the Respondent had e-mailed the letting agent around the end of April confirming he would post back the keys but they have not been returned but when they attended the Property on 13th May to check on the Property for insurance purposes Ms Brennan advised they found it empty and mail addressed to the occupier. She advised that she and Mr Blyth accept that the tenant had left by at

least 13th May and was content to revise the rent claim to that date. She confirmed the pro rata amount due up to 13th May was £224.38 and so the total now due was £2774.38.

6. Both applicants then confirmed that the property has been left in a mess with a deep clean being required, a special uplift needed to remove remaining items and new carpets and redecoration required. Ms Brennan confirmed they are claiming the full amount of the deposit to cover these items and therefore the deposit is not available to put towards rent arrears.

Findings in Fact

1. The parties entered into a lease of the Property in the form of a Private Residential tenancy which commenced on 26th May 2019.
2. The Rent due in terms of the lease is £525 per calendar month payable in advance
3. The tenant had left the property by 13th May 2022 but has not returned all of the keys.
4. The rent outstanding at 13th May 2022 is £2774.38
5. The Deposit of £525 is in dispute which has not yet been determined by the tenancy deposit company and is therefore not available to reduce the arrears of rent.

• Reasons for Decision

6. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £525 per month in rent.
7. The Respondent has failed to pay the full rent due. The Respondent was in contact with the letting agent about returning keys at the end of April 2022 but has not returned the keys and the Applicants found the property empty of a lot of the Respondent's possessions when they attended on 13th May 2022. The Applicants have accepted that rent is due only up to 13th May and calculated that the rent due from 26th April to 13th May was £224.38.
8. The Respondent was served notice of this application by sheriff officer on 13th April 2022 and has not made any written representations or attended this CMD. The Applicants provided a revised rent statement confirming rent had increased on 6th May and this has been copied to the Respondent so the Tribunal finds that the Applicant has successfully intimated a request to increase the sum due.
9. The Tribunal accepts the written evidence and verbal statements made by the Applicants who the Tribunal found clear and credible in their evidence that the rent outstanding as of 13th May is £2774.38. In the absence of any representations from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for that sum today. 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 £2,774.38 is granted.

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 30th May 2022