



**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/22/0276**

**Re: Property at Pingle Farmhouse, NR Canonbie, DG14 0XR (“the Property”)**

**Parties:**

**Mr Torquil Johnson-Ferguson, Solwaybank House, Solwaybank, Canonbie, DG14 0XS (“the Applicant”)**

**Ms Lorraine Smith, 70 High Street, Langholm, DG13 0JH (“the Respondent”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicant in the sum of £6,481.**

**Background**

1. An application was submitted on 31 January 2022 in terms of Rule 111 (Application for civil proceedings in relation to a private residential tenancy) of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended.
2. The Applicant sought payment of £6,481, which represented arrears of rent said to have been incurred by the Respondent.
3. By decision dated 7 March 2022, a Convenor of HPC having delegated powers of the Chamber President, referred the application under Rule 9 of the Rules to a Case Management Discussion.
4. In support of his application, the Applicant produced copy tenancy agreement and copy rent statement.

### **The Case Management Discussion**

5. The Applicant was represented by Mr Kerr. The case management discussion took place by conference call and proceeded in the absence of the Respondent. The Tribunal observed that notice of the case management discussion had been served on the Respondent by Sheriff Officer on 11 April 2022.
6. The Applicant's representative advised that the Respondent returned the keys to the property on 22 July 2021 and the Applicant has apportioned the rent due up to that date. The Respondent has not been in contact with the Applicant or his representative and has not made payment in respect of the rent arrears.
7. The Applicant's representative explained that, notwithstanding the terms of clause 2 of the tenancy agreement, the tenancy did not start until after 16 July 2009. He explained that the Applicant's then representative wrote to the Respondent and her husband on 16 July 2009 enclosing the short assured tenancy agreement.
8. The Respondent's husband vacated the property on 2 November 2018 and the Respondent continued to reside at the property until 22 July 2021.

### **9. Findings in Fact and Law**

- a. The Applicant entered into a short assured tenancy with the Respondent and her husband which commenced after 16 July 2009.
- b. Rent was paid as it fell due until August 2020.
- c. As at August 2020, the rent payable was £555 per month.
- d. The Respondent returned the keys to the Applicant's representative on 22 July 2021, when the tenancy terminated.
- e. The rent arrears due by the Respondent to the Applicant amount to £6,481.

### **Reasons for Decision**

10. The Respondent failed to submit any written representations and failed to participate in the case management discussion.
11. The Applicant produced a rent statement dated 8 September 2021 showing that the rent arrears incurred amounted to £6,481. The Tribunal was advised that no payments have been made by the Respondent and there was nothing before the Tribunal which contradicted that.

### **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.

Nicola Irvine

Legal Member/Chair

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24 May 2022  
Date