

Housing and Property Chamber
First-tier Tribunal for Scotland



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 (“the Act”) and Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”)

Chamber Ref: FTS/HPC/CV/21/1498

Re: Property at 61 Whitelaw Drive, Bathgate, West Lothian, EH48 1RN (“the Property”)

Parties:

Mr Carolus Reinecke, Hay Barn, Cawston Grange Farm, Rugby, CV22 7FW (“the Applicant”) per his agent Ms Samantha Fraser of Lothian Homes, Unit C/2, Linbar House, 48 North Bridge Street, Bathgate, EH48 4PP (“the Applicant’s Agent”)

Miss Gabriella Kunkova, residing formerly at the Property and now present whereabouts unknown (“the Respondent”)

Tribunal Members:

Karen Moore (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to the Applicant in respect of rent due amounting to One Thousand Six Hundred and Three Pounds and Eighty Pence (£1,603.80).

Background

1. By application dated between 22 June 2021 and 16 July 2021 (“the Application”), the Applicant’s Agent on behalf of the Applicant applied to the Tribunal for an Order requiring the Respondent to pay (i) rent amounting to £608.80, (ii) repairs costs of £860.00 and (iii) cleaning costs of £135.00 all due by her in terms of a tenancy at the Property. The Application comprised a copy of the tenancy agreement, a statement of sums due and owing and email messages between the Parties. The Application was accepted by the Tribunal and a Case Management Discussion (the “CMD”) was fixed for 5 October 2021 at 10.00 by telephone conference. The Application was intimated on the Respondent by the advertisement on the Chamber website.

Case Management Discussion

2. The CMD took place on 5 October 2021 at 10.00 by telephone. Neither Party took part. The Applicant's Agent took part and represented the Applicant.
3. The Applicant's Agent confirmed that the amount sought remained £1,603.80 as outlined in the Application.
4. No written representations were received from the Respondent.

Findings of the Tribunal.

5. From the Application and the CMD, the Tribunal found the following facts to be established: -
 - i) There was a short assured tenancy agreement between the Applicant and the Respondent.;
 - ii) The liabilities of that short assured tenancy agreement amount to £1,603.80;
 - iii) The Respondent is liable for payment of £1,603.80 to the Applicant.

Decision of the Tribunal and Reasons for the Decision.

6. Having found the sum sought is due and owing, the Tribunal had regard to Rule 17(4) of the Rules which states that the Tribunal "may do anything at a case management discussionincluding making a decision" and so proceeded to make an order for payment.

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

05 October 2021