

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**

Chamber Ref: FTS/HPC/CV/18/0255

**Re: Property at 38/4 Westport, Grassmarket, Edinburgh, EH1 2LD ("the
Property")**

Parties:

**Places for People Scotland, 1 Hay Avenue, Edinburgh, EH16 4RW ("the
Applicant")**

**Mr Scott Docking, 38/4 Westport, Grassmarket, Edinburgh, EH1 2LD ("the
Respondent")**

Tribunal Members:

Petra Hennig-McFatrige (Legal Member)

Decision in absence of the Respondent.

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that**

Procedural Background:

**The Applicants are seeking an order for payment of rent arrears for the
property. An application in terms of Rule 70 (Civil Proceedings) was received
on 29 January 2018 and the sum outstanding stated as £2,140.89 as at 18
January 2018 based on a monthly rent of £655 per calendar month.**

**The Applicants lodged the Short Assured Tenancy Agreement dated 27 June
2014 and a Rent Statement dated 1 January 2018 showing as the outstanding
amount the sum of £2,140.89 but charges of £713.63 per month.**

**The application was intimated to the Respondent and a Case Management
Discussion fixed for 27 March 2018, which was attended by Mr Matheson from
TC Young for the Applicants.**

The Respondent, Mr Docking, had been advised of the date and time and location of the Case Management Discussion by the Tribunal by letter served on him by Sheriff Officers on 23 February 2018. The parties were advised in the notification documentation that the Tribunal may do anything at a Case Management Discussion which it may do at a hearing, including making a decision on the application.

The Respondent had been given the 14 days notice required in Rule 24 of the Rules of Procedure. No representations were received from the Respondent and he did not attend the Case Management Discussion.

In terms of Rule 29 the hearing thus took place in his absence.

The Hearing:

Mr Matheson explained that the Applicants and the Respondent had entered into a Short Assured Tenancy Agreement on 27 June 2014 with the rent initially fixed at £655 per calendar month as per clause 4.1 of the Tenancy Agreement. When asked why the rental charge was stated as £713.63 per month in the rental statement Mr Matheson referred the Tribunal to Clause 4.2 of the Tenancy Agreement and pointed out that the tenant had consented to the rental increases as shown by the fact that he started to pay the appropriate increased rent on the occasions the rent had been increased, which is shown on the rental statement. The Tribunal accepted this explanation but pointed out that it would have been helpful if the letters of notice of increase of rent had been lodged in the bundle. He also stated that there had been no engagement by the tenant to agree a payment plan.

The Tribunal concluded that as the facts in this case were not disputed by any representations from the Respondent, it was not necessary to adjourn the case to a further hearing.

Findings in Fact:

- 1. The Applicants and the Respondents entered into a Short Assured Tenancy on 27 June 2014 with the original end date of 28 December 2014 and continued month to month thereafter.**
- 2. In terms of the Agreement a monthly rent of £655 is due payable in advance. This had increased to a monthly rent of £713.63 from 1 April 2017 onwards as per the rent statement.**
- 3. Rental payments had been made regularly until the payment of £713.63 for 1 November 2017 by Direct Debit had been cancelled at the bank and withdrawn. Since then no further payment had been received.**
- 4. There had been no engagement from the Respondent in any attempts to arrange a payment plan.**

5. The sum of rent due as per the rent statement and as of 18 January 2018 was £2,140.89.
6. This sum was still outstanding as at the date of the hearing.

Reasons for the Decision:

The Tribunal make the decision on the basis of the written evidence lodged by the Applicants. The Respondent has made no representations. There is no dispute about the facts of the case. The rent due outstanding as of 18 January 2018 is £2,140.89 based on the amounts paid as per the rental statement lodged and the rent charge. There was no defence lodged to the action. It is not in dispute that the sum of arrears is due to the Applicants.

Decision:

The order for payment of the sum of £2,140.89 is granted 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.

Petra Hennig-McFatridge

Legal Member/Chair

27.3.18
Date