



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 32 of the Housing (Scotland)
Act 1988**

Chamber Ref: FTS/HPC/CV/18/2291

Re: Property at 35 Reston Drive, Glasgow, G52 2LP (“the Property”)

Parties:

Mrs Laura Houston, 68-72 Queen Elizabeth Avenue, Glasgow, G52 4NQ (“the Applicant”)

Ms Donna Russell (otherwise Donna Russel), 94 Honeybog Road, Glasgow, G52 4EQ (“the Respondent”)

Tribunal Members:

Susan Christie (Legal Member)

Decision (in absence of the Respondent)

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

Background

1. The application for payment of a sum of money arising out of a Short Assured Tenancy Agreement between the Parties was received by the Tribunal on 29 August 2018.
2. A Notice of Acceptance of the application by the First-tier Tribunal made under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 as amended (“the Rules”) is dated 12 September 2018.
3. The application is made under rule 70 of the Rules.
4. Both Parties were written to by letter dated 12 October 2018 intimating the date, time and venue of the Case Management Discussion (“CMD”). Written Answers were required by 24 October 2018. Both parties were told the scope of the CMD.
5. The Applicant’s letter was sent by post.

6. The Respondent's letter was served by Sheriff Officer service. Sheriff Officers intimated the correct address of the Respondent was 94 Honeybog Road, G52 4EQ. They also noted the spelling on the nameplate on the door of the property was "Russel". Having satisfied themselves of her residence there they served the letter with accompanying documents including the application and guidance notes, by mean of letterbox service, the amended details being inserted on their Execution of Service.
7. No written Representations were made by the Respondent.

Case Management Discussion

8. The CMD took place on 31 October 2018 at 10am in Glasgow Tribunals Centre, Room 110, 20 York Street, Glasgow, G2 8GT.
9. The Applicant was in attendance.
10. There was no appearance by or for the Respondent.
11. I was satisfied that proper intimation of the date, time and venue had been made of the Respondent.
12. The application details and documents in support of the application were discussed in detail with the Applicant.
13. Firstly, the spelling of the Respondent's name and her postcode were discussed and considered along with the report from Sheriff Officer. The Applicant moved to amend the Respondent's details to more accurately reflect them and I granted that correction on the Application. I did not consider there was any prejudice to the Respondent who had been served with the paperwork.
14. Secondly, the tenancy agreement was considered. It was stated to be a Short assured Tenancy (SAT) and contained a clause that acknowledged that a Form AT5 had been served before its creation. The initial term being 15 May 2014 to 15 November 2014 then monthly thereafter. The rent to be payable in advance. No deposit had been taken.
15. The Tenant Account calculation of rent sheet produced showed the tenancy ended on 20 September 2017. The Applicant explained that the keys to the Property were handed back into her office on 20 September 2017. She had not had any prior notice, therefore waited for a week before taking steps to recover it.
16. Whilst rent was due on the 15th of the month in line with the lease terms and in advance, due to two changes in circumstances of the Respondent the rent was paid on the 28th of the month from around 2016. The rental period showed that arrears started to accrue from April/May 2017 and only £392.78 was paid then. No payments being made thereafter. The Applicant had therefore apportioned the last rent due to a restricted sum of £410.30. This brought out the sum due of £2,097.52.

Findings in Fact

- I. The Parties entered into a Short Assured Tenancy which commenced on 15 May 2014 to 15 November 2014, then monthly thereafter.
- II. The Respondent quit the Property on 20 September 2017.
- III. The contractual terms of the tenancy between the Parties entitles the Applicant to recover unpaid rent from the Respondent.

IV. The outstanding rent unpaid is £2,097.52.

Findings in Fact and Law

V. The sum due by the Respondent to the Applicant is £2,097.52.

Reasons for Decision & Decision

The contractual terms of the SAT between the Parties entitles the Applicant to recover unpaid rent due and owing at the end of the lease. I was satisfied by the terms of the lease and the Tenant Account document produced as to the calculation of the sum due and owing.

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.

S Christie

Legal Member/Chair

31 October 2018
Date