



Statement of 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/18/3321

Re: Property at 22 Tiree Court, Dreghorn, Irvine, KA11 4JB (“the Property”)

Parties

Allan Russell, 27 Holmston Gardens, Ayr, KA7 4JB (“the Applicant”)

Linda Campbell, 22 Tiree Court, Dreghorn, Irvine, KA11 4JB (“the Respondent”)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is in breach of the tenancy agreement with the Applicant and has failed to pay rent. The Tribunal accordingly has decided to make an order for payment in the sum of ONE THOUSAND FOUR HUNDRED POUNDS (£1400) STERLING. **The order for payment will be issued to the Applicant after expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.**

Background

1. By application dated 11 December 2018 the Applicant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for an order for payment in relation to a private residential tenancy.
2. On 19 December 2018 the Tribunal gave notification of acceptance of the application to the Applicant and the Respondent under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
3. On 13 February 2019 the Tribunal enclosed a copy of the application and invited the Respondent to make written representations to the application by 4 March 2019. The Tribunal advised parties on 13 February 2019 that a Case

Management Discussion under Rule 17 of the Regulations would proceed on 7 March 2019. This paperwork was served on the Respondent by David Smith, Sheriff Officer, Kilmarnock on 13 February 2019 and the certificate of execution of service was received by the Tribunal administration.

4. The Respondent did not make any written representations by 4 March 2019.

Case Management Discussion

5. The Tribunal proceeded with the Case Management Discussion on 7 March 2019. The Applicant was personally present. The Respondent did not appear and was not represented.
6. The Tribunal had before it a Private Residential Tenancy Agreement between the Applicant and the Respondent signed and dated 9 August 2018, bank statements, various emails dated 25 September, 11 October, 6 and 7 November 2018 from the Applicant to the Respondent and various screen shots of text messages dated 13, 18 and 19 September 2019.
7. The Applicant sought payment for arrears of rent in the sum of £1400. He explained that the arrears had continued and that as of 9 March 2019 when the next payment was due, arrears would stand at £2450.
8. The Tribunal referred to Clause 7 of the Private Residential Tenancy Agreement in terms of which the Respondent agreed to pay monthly rent of £350 to the Applicant with the first payment of rent being on 9 September 2018 and payments then due on 9th of each month. The Applicant explained the Respondent had fallen into arrears of rent and that the arrears are increasing. She had not paid the first month's rent due on 9 September 2018. He referred to various text messages and emails addressed to the Respondent demanding she pay the rent, The Respondent had totally ignored the Applicant. She had never paid any rent since moving into the Property.
9. The Applicant explained that he had spoken to both the Department of Work and Pensions and to North Ayrshire Council. He was advised the Respondent had never applied for universal credit.

Findings In Fact

1. The Applicant and the Respondent agreed by way of a Private Residential Tenancy Agreement dated 9 August 2018 in relation to the Property at 22 Tiree Court, Dreghorn, Irvine, KA11 4JB that the Respondents would pay the

Applicant a calendar monthly rent of £350 with the first payment due on 9 September 2019.

2. The Respondent had fallen into arrears of rent. She had not paid the first month's rent due on 9 September 2018 and had never paid any rent throughout the whole currency of the tenancy to the Applicant.
3. The Applicant had attempted to engage with the Respondent to get her to pay rent and encouraged her to apply for housing benefit. The Respondent had refused to do so.
4. Arrears of rent were £1400 as of 11 December 2018.

Reasons For Decision

Mr Russell provided evidence of non-payment of rent in the form of text messages, emails and bank statements. On the basis of his further submissions that no rent had been paid at all and as the Respondent had made no representations to the Tribunal denying the arrears, the Tribunal was satisfied that the Respondent is in arrears of rent of the sum sought in the application.

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.Evans

Shirley Evans
Legal Member/Chair

7 March 2019
Date