



**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/19/0236

Re: Property at 48 Woodlands Avenue, Lanark, ML11 9FF (“the Property”)

Parties:

Mr Mark Amos, Mrs Yvonne Amos, Yvillage Villa 164, Street 785, Zone, PO Box 1372, Qatar; Yvillage Villa 164, Street 785, PO Box 1372, Qatar (“the Applicant”)

Mr Ahmed Boutoubane, Mrs Salima Boutoubane, 2/2, 5 Barrington Drive, Glasgow, G4 9DS; 25B St Peters Street, Glasgow, G4 9HH (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

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

Background

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 70 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £2,382.28 to the Applicant in relation to rent arrears due by the Respondent.
2. The application contained:-
 - a copy of the Tenancy Agreement;
 - a copy of the rental statement;
 - evidence of when the Respondent left the property; and
 - letters to Respondent requesting payment

3. The Applicants' representative, Ms Olivia Keenan, from Jackson Boyd LLP, attended on behalf of the Applicant. There was no appearance from the Respondent.
4. Notice of the Hearing together with a copy of the application and confirmation that the Respondent could make written representations in response to the application had been served on the Respondent on 18 March 2019. I was therefore satisfied that the Respondent had had formal notice of today's hearing and I was therefore prepared to proceed in their absence.

The Hearing

5. The Applicants' representative noted that there was a tenancy agreement between the Applicant and the Respondent. This application related to unpaid rent due in terms of that agreement. The Applicant's representative referred me to the final 5 rent invoices set out in the rental statement, these showed the rent due from 19 July 2018. The Respondent had stopped making rental payments from 19 July 2018. The Respondent had vacated the property on 30 September 2018. Rent arrears were due from 19 July 2018 until 30 September 2018. The Applicant had written the Respondent regarding the rent arrears and requested payment of them however no payments had been made towards the rent arrears.
6. The Applicants' representative advised that the rent arrears were still outstanding as at today's date. There had been no further payments towards the rent arrears by the Respondent other than as set out in the rental statement lodged by the application. Arrears of £2382.28 were still due.

Findings in Fact

7. The Tribunal found the following facts to be established:
8. A tenancy agreement was entered into between the Applicant and the Respondent for the property and existed between the parties. It was entered into on 19 October 2015.
9. The clause 1.9 in the tenancy agreement provided that monthly rent was £995, that monthly rent was payable in advance and the rent payment date was 19th of each month.
10. That the final 5 rent invoices set out in the rental statement, showed rent due from 19 July 2018; the amounts due during that period; and recorded that no amounts had been received; and showed the total rent balance outstanding.
11. That the rental statement showed total rent arrears outstanding as at 30 September 2018 being £2382.28.
12. That it appeared that there had been no payments towards the rent arrears other than those shown on the rent statement.

Reasons for Decision

13. Section 16 of the Housing (Scotland) Act 2014 provides that the First Tier Tribunal has jurisdiction in relation to actions arising following from a number of tenancies, including those arising under an assured tenancy within the meaning of section 12 of the Housing (Scotland) Act 1988.
14. As this tenancy is an assured tenancy I am content that I have jurisdiction to deal with this case.
15. There was no response or appearance from the Respondent but they had been notified of today's hearing.
16. The tenancy agreement created obligations between the parties, one of those obligations was to pay rent, and the Respondent has failed to do so. There was submitted a rental statement showing the arrears due and additional information provided today by the Applicant's representative was that there had been no further payments towards the rent arrears and this was therefore the sum still outstanding.
17. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for.

Decision

I grant an order in favour of the Applicants for TWO THOUSAND THREE HUNDRED AND EIGHTY TWO POUNDS TWENTY EIGHT PENCE (£2,382.28) STERLING 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.

 M. Barbour

Legal Member/Chair


Date