



**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/19/0378

**Re: Property at 32 Tollpark Crescent, Newmains, North Lanarkshire, ML2 9DD
("the Property")**

Parties:

**Mr Andrew Prentice, Mrs Margaret Prentice, 22 Hillfoot Crescent,
Branchalwood, Wishaw, North Lanarkshire, ML2 8TL; 22 Hillfoot Crescent,
Branchalwood, Wishaw, North Lanarkshire, ML2 8TL ("the Applicant")**

**Miss Natalie Claire Watson, 32 Tollpark Crescent, Newmains, North
Lanarkshire, ML2 9DD ("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 £2,050.76 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;
 - letters to Respondent; and
 - copies of section 33, notice to quit and AT5

3. The Applicant, Andrew Prentice appeared on behalf of himself and Margaret Prentice. 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 her absence.
5. The Respondent had submitted written representations which had been received on 2 April 2019. The Applicant had submitted two written representations dated 1 April and 3 April 2019. I was prepared to consider these papers as part of the hearing before me.

The Hearing

6. The Applicant submitted 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 referred me to the updated rent statement which had been submitted by email on 1 April 2019 showing a reduced sum sought of £1860.48. The rent statement showed rent due, payments made and the outstanding balance. He advised that the Respondent had made one further payment of £250 which he had received on 2 April 2019 and therefore the current sum owing had now reduced to £1610.48.
7. The Applicant addressed the points made in the letter from the Respondent and noted that it was undated and therefore not clear when she was referring to. However he agreed that the rent arrears as at 26 March 2019 were £1310.48. There had however been another rental payment due on 1 April 2019 which increased the rent arrears. He noted that the Respondent had not paid the sums she says she was going to pay in her letter i.e. the £500 on 26 March and the further £810. He also advised that he was not clear what sums she claimed to have paid on 31 March 2019 as he submitted that the only sums paid by her and not showing on the updated rent statement was the £250 he had advised me of.

Findings in Fact

8. The Tribunal found the following facts to be established:
9. 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 1 March 2016.

10. Clause 2 in the tenancy agreement provided that monthly rent was £550, that the first rental payment date was on the date of entry with monthly payments being due on the same day of the month thereafter .
11. That the updated rental statement showed rent due as at 1 April 2019; it showed payments made and showed the total rent balance outstanding.
12. That the rental statement showed total rent arrears outstanding as at £1860.48.
13. That there had been one further payment of £250 towards the rent arrears in addition to that shown on the rent statement.
14. That the current rent arrears appeared to be £1610.48.

Reasons for Decision

15. 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.
16. As this tenancy is an assured tenancy I am content that I have jurisdiction to deal with this case.
17. There was no response or appearance from the Respondent but she had been notified of today's hearing and had submitted written representations.
18. 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 one further payment towards the rent arrears however there was still rent arrears outstanding.
19. 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 ONE THOUSAND SIX HUNDRED AND TEN POUNDS TWENTY FORTY EIGHT PENCE (£1,610.48) 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.

Melanie Barbour



Legal Member/Chair

8.14.19

Date