

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 71 of the Private Housing (Tenancies) (Scotland) Act 20146

Chamber Ref: FTS/HPC/CV/19/2121

Re : Property at Flat 2/2, 311 Main Street, Blantyre, G72 0DL (“the Property”)

The Parties:-

Ross Coulter, c/o Happy Lets Limited, 56 Cadzow Street, Hamilton ML3 6DS (“the Applicant”)

represented by Mrs Lesley Ann Barclay, Happy Lets Ltd, 56 Cadzow Street, Hamilton ML3 6DS

Anthony Jenkins, Flat 1/1, 1 Princes Street, Rutherglen G73 1LG (“the Respondent”)

The Tribunal comprised:-

Mr David Bartos - Legal member

DECISIONS

- 1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) substituted Ross Coulter for Happy Lets Limited as the Applicant in the application.**
- 2. The Tribunal determined that the Respondent shall pay to the Applicant the sum of ONE THOUSAND ONE HUNDRED AND TWENTY-TWO POUNDS AND SEVENTY-EIGHT PENCE (£1122.78) STERLING.**

Background

1. In July 2018 the parties entered into a tenancy of the Property with the Ross Coulter as landlord and the Respondent as tenant. Mr Coulter's letting agents Happy Lets Ltd sought an order for payment of rent by the Respondent.
2. On 18 November 2019 the Tribunal had a case management discussion ("CMD") at 14.00 hrs at Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT. It was attended by the Applicant's representative Mrs Lesley Ann Barclay, Happy Lets Ltd. There was no appearance by or on behalf of the Respondent. Notification of the CMD was given to the Respondent by a sheriff officer on 17 October 2019. Immediately before the commencement of the CMD the Tribunal confirmed that no contact with the Tribunal Office had been made by the Respondent. No written representations had been received from the Respondent.
3. The Applicant's representative indicated that she was not surprised by this. She wished to continue with the CMD. The Tribunal proceeded with the CMD. It took the view that in all the circumstances it was not unfair to the Respondent to proceed with the CMD and that it would be unfair to the Applicant or Happy Lets Ltd for there to be delay.
4. At the outset the application sought an order for payment of £1132.78 being alleged arrears of rent as at 5 May 2019.

Facts Not in Dispute Between the Parties

5. Having considered all the evidence presented to it, the Tribunal found the following facts not to be in dispute :-
 - (a) Ross Coulter is the owner of the Property. On or about 19 July 2018 he granted a tenancy of the Property to the Respondent. The date of entry was 31 July 2018. The tenancy was under the Private Housing (Tenancies) (Scotland) Act 2016.
 - (b) The tenancy provided for the payment by the Respondent to Ross Coulter of rent of £295 per calendar month payable in advance on the thirty-first day of each month. It provided for payment of a deposit of £295 which was paid.
 - (c) The Respondent has paid none or only part of the full rent due on 31 December 2018, 31 January 2019, 28 February, and 31 March all 2019 and on 30 April 2019.
 - (d) The total amount of rent due on said dates and remaining unpaid up to 18 November 2019 is £1228.42 as per the Applicant's statement of rent for the Property from 31 July 2018 to 30 April 2019.

(e) The deposit of £295 has been reclaimed by the Applicant from the approved deposit-holding scheme. Of this £105.64 has been allocated to said rent due and unpaid.

Submission

6. At the CMD the Applicant's representative noted that the rent due and unpaid at the end of the tenancy on 5 May 2019 remained unpaid as at the date of the CMD. Happy LetsShe submitted that damage and cleaning costs deducted from the deposit amounted to £189.36 leaving £105.64 to be deducted from the deposit towards the rent arrears. That gave a figure of arrears of £1122.78.
7. She sought an order for that reduced sum without continuation to a hearing. No defence had been stated.
8. The Tribunal raised with the representative the question of the identity of the person seeking the order. She acknowledged that there had been a mistake in the completion of part 1 of the application form where there should have been no mention of Happy Lets Ltd. She asked for the form to be amended to delete that reference and to substitute Mr Coulter as the Applicant in place of Happy Lets Ltd. The Tribunal could see no prejudice to the Respondent and made the first decision set out above.

Reasons

9. The Tribunal considered the application, the oral submission and the documentary evidence submitted for the Applicant. It found that it was able to make sufficient findings in fact and that to do so was not contrary to the interests of the parties. It was therefore able to decide the case at the CMD without a hearing. It could see no benefit to be gained from a hearing which would cause delay.
10. The Tribunal was satisfied that the rent statement was credible and reliable. No doubt was cast on that or the other documentary evidence. On that basis the Tribunal made the findings in fact set out above.
11. The Tribunal accepted that there had been a breach by the Respondent of his duty to pay the rent under the tenancy and that the amount outstanding of £1,122.78 remained unpaid after deduction of part of the deposit. In the circumstances the Tribunal made the second decision set out above.

Outcome

12. The First-tier Tribunal for Scotland (Housing and Property Chamber) made the two decisions set out above.

Right of Appeal

13. In terms of section 46 of the Tribunals (Scotland) Act 2014 a party aggrieved by the decision of the Tribunal may seek to 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.

NOTE: This document is not confidential and will be made available to other First-tier Tribunal for Scotland (Housing and Property Chamber) staff, as well as issued to tribunal members in relation to any future proceedings on unresolved issues.

D.Bartos

2019 _____
Legal Member

Date

18 November