

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 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/19/2193

**Re: Property at 1st Floor Left Flat, 150 Albert Street, Dundee, DD4 6QW ("the
Property")**

Parties:

**Town & City Investments, Suite 1/1, 79 West Regent Street, Glasgow, G2 2AW
("the Applicant")**

**Miss Samantha Strachan, WHEREABOUTS UNKNOWN, WHEREABOUTS
UNKNOWN ("the Respondent")**

Tribunal Members:

Petra Hennig-McFatridge (Legal Member)

Decision in absence of the Respondent

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that an order for payment of the sum of £1,512.92
should be granted.**

Background:

The Applicant is seeking an order for payment of rent arrears and repairs for the property. The Application was made on 11 July 2019. A copy tenancy agreement and a rent statement as well as a copy invoice, messages between the parties, photographs of the state of the property at the end of the tenancy and emails from the Applicant's representative to the Respondent advising of the outstanding sums were submitted with the application. These are referred to for their terms and held to be incorporated herein. The background for the application and submissions regarding the sums due are included in Part 5 of the application and are referred to for their terms and held to be incorporated herein.

The Tribunal fixed a Case Management Discussion (CMD) for 27 September 2019. The Applicant's representative Gillian McCormack from S&D Properties Group attended. The Respondent did not attend.

The Respondent had been made aware of the date and time and venue by Service by Advertisement in terms of Rule 6A of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (the Rules).

No representations were received from the Respondent. The Respondents had not contacted the Tribunal prior to the CMD.

The Tribunal was satisfied that they had been appropriately notified of the application and the CMD.

The Case Management Discussion:

Mc McCormack explained that the Applicant is seeking an order for payment of rent arrears and repairs for the property as per the Statement dated 19 June 2019 and Invoice from S&D Properties Group dated 11 March 2019. The statement and invoice had been intimated to the Respondent in the email of 19 June 2019, which forms part of the documents lodged with the application. The Respondent had offered payment in instalments but had not followed through with that and no payments had been received. The last contact with the Respondent had been on 30 August 2019. Ms McCormack stated that she had advised the Respondent not only of the outstanding sums but also of the Tribunal proceedings and had sent her the details of the Case Management Discussion. The Respondent had been aware of the debt and of the proceedings before the Tribunal. Ms McCormack also explained the relevance of each of the photographs lodged at the Case Management Discussion.

The Respondent had not lodged a defence to the application and had made no representations.

Findings in Fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement on 14 November 2016 with an initial end date on 15 May 2017.
2. Tenancy ended on 11 March 2019.
3. In terms of the Agreement rent of £400 is due monthly in advance payable on the 14th day of the month (Clause 3).
4. Between 14 November 2018 and 11 March 2019 only insufficient payments of rent had been made as per the amounts shown in the statement dated 19 June 2019.
5. The arrears of rent as at the end of the tenancy were £941.92 as shown in the Rent statement dated 19 June 2019.
6. The rechargeable costs arising from the state of the property at the end of the tenancy are £871.00 as per the S&D Invoice dated 11 March 2019.
7. The tenancy agreement (Clauses 5, 6, 7,8,10 and 11) state the responsibilities of the tenant.

8. The Respondent had left white goods and other belongings in the property which required to be removed.
9. The carpets in the hall and back bedroom of the property had been damaged and required to be replaced.
10. Further damage to doors, the sink and a heater and had occurred as per the details stated in the Invoice by S&D dated 11 March 2019. The total amount of rechargeable repairs for the property was £871.00.
11. The Respondent had been advised of the outstanding sums by email and text prior to proceedings being raised and had offered payment.
12. No payments were made.
13. The deposit of £300 had been released to the Applicant on 18 June 2019 and has been deducted from the rent arrears and other sums outstanding.
14. As at the date of the Case Management Discussion on 27 September 2019 the amount of £1,512.92 remains outstanding.

Reasons for the Decision:

The Tribunal considered that the facts of the case were not disputed. In terms of Rule 17 of the Rules of Procedure:

Case management discussion

17.—(1) The First-tier Tribunal may order a case management discussion to be held—

(a) in any place where a hearing may be held;

(b) by videoconference; or

(c) by conference call.

(2) The First-tier Tribunal must give each party reasonable notice of the date, time and place of a case management discussion and any changes to the date, time and place of a case management discussion.

(3) The purpose of a case management discussion is to enable the First-tier Tribunal to explore how the parties' dispute may be efficiently resolved, including by—

(a) identifying the issues to be resolved;

(b) identifying what facts are agreed between the parties;

(c) raising with parties any issues it requires to be addressed;

(d) discussing what witnesses, documents and other evidence will be required;

(e) discussing whether or not a hearing is required; and

(f) discussing an application to recall a decision.

(4) The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

However, in terms of Rule 18 of the Rules of Procedure:

Power to determine the proceedings without a hearing

18.—(1) Subject to paragraph (2), the First-tier Tribunal—

(a) may make a decision without a hearing if the First-tier Tribunal considers that—

(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii) to do so will not be contrary to the interests of the parties; and

(b) must make a decision without a hearing where the decision relates to—

(i) correcting; or

(ii) reviewing on a point of law,

a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

The documents lodged are referred to for their terms and held to be incorporated herein.

The Tribunal did not consider that there was any need for a hearing as the facts of the case were not disputed and the evidence was sufficient to make the relevant findings in fact to determine the case.

The Tribunal makes the decision on the basis of the documents lodged by the Applicant and the information given at the Case Management Discussion by Ms McCormack.

There were no representations by the Respondent and thus there is no dispute about the facts of the case.

The rent arrears and the rechargeable sums due are not in dispute and amount to £1,512.92.

There was no valid defence to the action. It is not in dispute that the sum is due by the Respondent to the Applicant.

The Applicant is entitled to payment of the sum of £1,512.92 from the Respondent.

Decision:

The Tribunal grants an order for payment of the sum of £1,512.92.

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.

Petra Hennig-McFatrige

Legal Member/Chair

27.9.19

Date