



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/19/2605

Re: Property at 65 Gogarloch Syke, Edinburgh, EH12 9JD (“the Property”)

Parties:

Mrs Elaine McDougall, 131/20 Fountainbridge, Edinburgh, EH3 9QG (“the Applicant”)

Ms Yvette Arlow, 65 Gogarloch Syke, Edinburgh, EH12 9JD (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

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 FOUR THOUSAND EIGHT HUNDRED POUNDS (£4800) STERLING.

The order for payment will be issued to the Applicant after the 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 19 August 2019 the Applicant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for an order for payment.**

2. On 21 August 2019, the Tribunal accepted the application under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Regulations").
3. On 30 August 2019, the Tribunal enclosed a copy of the application and invited the Respondent to make written representations to the application by 20 September 2019. The Tribunal advised parties on 30 August 2019 that a Case Management Discussion under Rule 17 of the Regulations would proceed on 9 October 2019. This paperwork was served on the Respondent by David Buchan, Sheriff Officer, Edinburgh on 2 September 2019 and the certificate of execution of service was received by the Tribunal administration.
4. The Respondent did not make any written representations by 20 September 2019.

Case Management Discussion

5. The Tribunal proceeded with the Case Management Discussion on 9 October 2019. The Applicant was represented by Mr McIntosh from Mattac Legal as local agents for Henderson Boyd Jackson, Solicitors. 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 3 October 2018, a rent statement, email correspondence from Hartington Property Services to the Respondent dated 11 and 13 June 2019 and from 18 June 2019 – 15 July 2019, and a letter dated 4 June 2019 from Hartington Property Services to the Respondent.
7. The Applicant's solicitor moved the Tribunal to grant an order for payment as the Respondent had failed to pay rent under a Private Residential Tenancy with the Applicant. He explained the rent statement to 1 August 2019 showed arrears at £4800. He had been advised that arrears continued to accrue at the rate of £1200 per month since then and that as of 1 October 2019 they stood at £7200. The Tribunal explained that if the Applicant was seeking an order for that increased sum it was not prepared to do so as the Applicant had not been advised of the formal increase in the sum sought under the application.

Findings in Fact

8. The Applicant and the Respondent entered into a Private Residential Tenancy Agreement dated 3 October 2018 starting on 1 November 2018 in relation to the Property. In terms of Clause 8 of that tenancy agreement, the Respondent agreed to pay the Applicant a calendar monthly rent of £1200 due on 1st of each month.
9. In terms of the rent statement the Respondent had accrued arrears to 1 August of £4800. She had paid £1200 on 31 December 2018, £1200 on 4 February 2019, £600 on 1 March 2019, £600 on 1 April 2019 and £1200 on 1 May 2019. The Respondent has paid no rent since then. The Respondent is in breach of Clause 8 of the tenancy agreement.

Reasons for Decision

10. The Applicant provided evidence of non-payment of rent in the form of the rent statement. The Tribunal was satisfied on the basis of the rent statement and the supporting oral submissions made on behalf of the Applicant that the Respondent was in arrears of rent and was accordingly in breach of Clause 8 of the tenancy agreement.

Decision

11. The Tribunal granted the order for payment.

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.

Shirley Evans

Legal Member/Chair

9 October 2019

Date

*Insert or Delete as required