



**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/18/2605

Re: Property at 2 Cunard Court, Clydebank, G81 1QD (“the Property”)

Parties:

Mrs Jeanette MacPherson, 22 Armour Grove, Motherwell, ML1 2ER (“the Applicant”)

Miss Tracy Friel, previously residing at Flat 3/1, 52 Windsor Crescent, Clydebank, G81 3JY and whose present whereabouts are unknown. (“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 to make an order for payment of ONE THOUSAND THREE HUNDRED AND NINETY SEVEN POUNDS (£1397.00)STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right to 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 1 October 2018 the Applicant applied to the Tribunal for an order for payment of rent arrears of £1277.00 and cleaning costs of £120 against the Respondent relating to a tenancy at the Property.
2. On 25 October 2018 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 13 November 2018 the Tribunal enclosed a copy of the application for both parties and invited the Respondent to make written representations to

the application by 31 October 2018. The Tribunal also advised both parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 5 December 2018.

4. This paperwork could not be served on the Respondent; Sheriff Officers reported that the address provided was vacant and that the Respondent had moved out two months previously. No forwarding address had been obtained.
5. The Tribunal gave the Applicant an opportunity of ascertaining the Respondent's current address. On 22 February 2019 the Applicant advised she had not been able to do so.
6. The Tribunal wrote to the Applicant on 22 February 2019 for confirmation as to whether she wished to proceed with or withdraw the Application. On 23 March 2019 the Applicant requested the Tribunal to consider service of the documentation by advertisement. In terms of Rule 6A of the Regulations the Tribunal placed an advertisement on their website on 13 May 2019 inviting the Respondent to contact the Tribunal for papers, the Tribunal being satisfied the Respondent's address was unknown, A Certificate of Service by Advertisement was produced by the Tribunal on 17 June 2019 confirming service by way of advertisement had been made.
7. On 13 May 2019 the Tribunal also intimated a copy of the application to the Applicant and advised a CMD under Rule 17 of the Regulations would proceed on 17 June 2019.
8. The Respondent did not contact the Tribunal following upon the advertisement and did not make written representations.

Case Management Discussion

9. The Tribunal proceeded with the CMD on 17 June 2019. The Applicant appeared personally. There was no appearance by or on behalf of the Respondent.
10. The Tribunal had before it a Short Assured Tenancy between the parties which commenced on 27 April 2014 ("the tenancy agreement"), bank statements in the name of the Applicant, an invoice for £150 from Junk dated 5 September 2018 and a text message from the Applicant to the Respondent marked 28 August 2018.
11. The Applicant confirmed she was seeking arrears of £1277 and the costs of clearing the flat of items the Respondent had left in the flat. She explained the tenancy agreement had terminated on 27 July 2018 but the Respondent had remained in the Property until 18 August 2018. After the tenancy agreement ended the Applicant had received the full deposit of £495 which was credited towards the arrears. This left unpaid rent for June, July and between 1-18 August unpaid. She had had to instruct Junk to remove items the Respondent had left in the Property. Whilst the invoice from Junk was for £150 she was

only seeking £120 off that invoice as other items had been removed from the basement. Accordingly she was seeking payment of £1397 in total.

Findings In Fact

12. The Applicant and the Respondent agreed by way of a Short Assured Tenancy Agreement commencing on 27 April 2014 in relation to the Property that the Respondent would pay £495 rent per month and would clean the Property to maintain the Property in a clean condition.
13. The Respondent left the Property on 18 August 2018. At the date of termination she had not paid rent for May, June or July 2018 and for the remainder of August 2018. At the date of termination the Respondent left items in the Property.
14. The tenancy deposit of £495 was fully recovered by the Applicant and was applied towards the arrears leaving £1277 outstanding.
15. The Applicant paid Junk £120 in relation to clearing the Respondent's belongings from the Property after she had vacated the Property.

Reasons for Decision

16. The Applicant provided bank statements which showed no payments of rent had been made since 10 April 2018 and that the tenancy deposit of £495 had been received in full on 23 August 2018. The Tribunal was satisfied the Respondent was liable to pay rent of £495 per month in terms of the tenancy agreement and had not done so after 10 April 2018. The Tribunal was satisfied that the Applicant had applied £495 deposit to the arrears of rent. The Tribunal was also satisfied that in terms of the tenancy agreement the Respondent had agreed to keep the Property clean. The Tribunal was also satisfied after the Respondent vacated the Property she had left personal possessions in the Property and that the Applicant had required to employ a contractor to clear these items. On the basis of the documents produced and the oral submissions by the Applicant the Tribunal was satisfied the Respondent was liable to pay the sums sought.

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

Date

17 June 2019.