



**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/19/0557

Re: Property at 51 Mayfield Road, Saltcoats, KA21 5RG (“the Property”)

Parties:

Mr John McCallum, Mrs Kathleen McCallum, c/o Ayrshire Letting and Sales Ltd, 26 Ritchie Street, West Kilbride, KA23 9AL (“the Applicant”)

Ms Tracey Ann Tipping, 17 Guthrie Road, Saltcoats, KA21 5PN (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member) and Gerard Darroch (Ordinary Member)

Background

1. An application was received under rule 70 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking recovery of unpaid rent in terms of an assured tenancy for the property.
2. The application contained :-
 - A copy of the tenancy agreement,
 - a copy of the rent statement
 - a copy of two solicitor’s letters dated 23 August 2018 and 19 February 2019.
3. A case management discussion took place on 18 April 2019 reference is made to the Case Management Discussion Note.
4. The case was continued to a hearing 7 June 2019 as there was a dispute regarding whether the Respondent had paid the deposit; and if she had, had this sum been deducted from the sum sought.
5. The Applicant lodged further productions by letter dated 30 May 2019, namely,

- Cash receipt dated 15.6.18;
 - Letter from applicant to respondent dated 23 November 2017;
 - Receipt for deposit dated 28.9.17; and
 - Rent due for property ledger
6. The Applicants' agent, Ms Walker, from Messrs Barnetts appeared on behalf of the Applicant. The Respondent did not attend the hearing, but instructed CHAP to appear for her. Ms Tait for CHAP appeared on behalf of the Respondent.
 7. Reference is made to the terms of the Hearing Note.
 8. At the Hearing the Respondent's agent advised that the sum sought by the Applicants appeared to be correct. The Respondent's agent advised that the Respondent was no longer disputing that she had not paid the deposit of £450. Accordingly, she confirmed that the Respondent was no longer disputing the sum sought. She also confirmed that the Respondent accepted that interest was payable in terms of the contractual obligation set out in clause 3 of the tenancy agreement.
 9. The Applicant's agent confirmed that interest was sought on unpaid rent from 13 July 2018, she confirmed that her clients were not seeking any other charges for the non-payment of rent.
 10. The Respondent's agent confirmed that the Respondent wished to seek a time to pay order. A Direction was issued allowing the Respondent until 21 June 2019 to lodge a time to pay application.
 11. No time to pay application was received from the Respondent.
 12. A hearing was scheduled for 19 August 2019. A postponement request was received from the Applicant and asking that the hearing be adjourned; and that the order be granted without any further hearing given that the Respondent no longer disputed the sum sought and the interest sought as confirmed by her agent at the hearing on 7 June 2019; and as no application for a time to pay order had been received from the Respondent within the time period stipulated in the Direction.

Finding in Fact

13. The Tribunal found the following facts to be established:
14. A tenancy agreement was entered into between the Applicants and the Respondent for the Property and existed between the parties. It was entered into on 25 September 2017.

15. Clause 3 of the tenancy agreement provided that monthly rent was £450. It was payable in advance.
16. The Respondent vacated the property on about 1 August 2018.
17. The rent outstanding as at 13 July 2018 amounted to £1766.52.
18. The rental statement showed amounts due each month, amounts received, and rent outstanding.
19. That it appeared that there had been no payments towards the rent arrears other than those shown on the rent statement.
20. That there had not been a deposit paid by the Respondent to the Applicants.

Reasons for Decision

21. Rule 18 of the 2017 tribunal rules provides that the tribunal may determine the proceedings without a hearing.
22. When the case was heard on 7 June 2019 the Respondent's agent confirmed that the Respondent was not disputing the sums sought or the interest sought. The Respondent's agent also advised that the Respondent was no longer disputing that she had not paid the deposit of £450. Given that there no longer appeared to be any matter in dispute the case was continued to a future hearing to allow a time to pay application to be made. No application was received.
23. The tribunal therefore considers that having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and to do so would not be contrary to the interests of the parties

Decision

24. I grant an order in favour of the Applicants for the Sum of ONE THOUSAND SEVEN HUNDRED AND SIXTY SIX POUNDS AND FIFTY TWO PENCE (£1,766.52) STERLING together with Interest thereon at the rate of 8% per annum running from 13 July 2018 until payment 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.

M Barbour

Legal Member

12. 8. 19

Date