



**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/19/2320**

**Re: Property at 26 Mornington Grove, Blackwood, ML11 7JG (“the Property”)**

**Parties:**

**Mr Richard Green, 05 Dunskaith Place, Glasgow, G34 0AZ (“the Applicant”)**

**Miss Charlene Ramzan, address unknown (“the Respondent”)**

**Tribunal Members:**

**Sarah O'Neill (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 by the respondent of the sum of £1650 should be granted in favour of the applicant.**

**Background**

1. An application was received on 24 July 2019 for a payment order brought in terms of rule 70 (Application for civil proceedings in relation to an assured tenancy under the Housing (Scotland) Act 1988) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”).
2. The applicant was seeking payment of rent arrears of £2200 from the respondent in relation to the property, being the amount of arrears outstanding up until the end of May 2019.
3. The application included copies of the tenancy agreement and a rent statement showing the rent outstanding as at the end of May 2019 to be £2200.

4. The tribunal instructed sheriff officers to serve notice of a case management discussion (CMD) scheduled for 25 September 2019, together with the application papers and guidance notes, on the respondent at the forwarding address provided by the applicant's representative, namely 11 Westburn Terrace, Kirkmuirhill ML11 9QJ. The sheriff officers were unable to serve the papers on the respondent at that address. The CMD was therefore cancelled, and a new CMD arranged for 30 October 2019.
5. The papers for the rescheduled CMD were served by advertisement on the First-Tier Tribunal Housing and Property Chamber website between 24 September and 30 October 2019.
6. No written representations or time to pay application were received from the respondent prior to the CMD.

### **The Case Management Discussion**

7. A CMD was held on 30 October 2019 at Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT. The applicant was represented by Mrs Mandy Robertson, trainee solicitor at Friends Legal. The respondent was not present and was not represented.
8. The tribunal was satisfied that the requirements of rule 17 (2) of the 2017 rules regarding the giving of reasonable notice of the date, time and place of a case management discussion had been duly complied with. The tribunal had before it a certificate of advertisement stating that service by advertisement on the respondent was carried out on the First-Tier Tribunal Housing and Property Chamber website between 24 September and 30 October 2019. The tribunal was satisfied that the respondent had been cited to attend the CMD by advertisement in terms of rule 6A of the 2017 rules, and had therefore been given lawful notice of the proceedings.
9. The tribunal delayed the start of the discussion by 10 minutes, in case the respondent had been detained. She did not appear, however, and no telephone calls or messages had been received from her. The tribunal therefore proceeded with the CMD in the absence of the respondent.
10. Mrs Robertson told the tribunal that the respondent had vacated the property on 14 June 2019. She confirmed that the rent for the four months from February to May 2019, totalling £2200, remained unpaid. She told the tribunal that the applicant's letting agent had confirmed to her that the £550 deposit sum paid by the applicant had now been returned to him in respect of the rent arrears. The applicant was therefore seeking an order for the sum of £1650, representing the original sum claimed of £2200 less the returned deposit.

11. The tribunal chairperson noted that while a rent statement had been produced showing the outstanding arrears to be £2200 as at the end of May 2019, there was no evidence before the tribunal that the respondent had been notified that the outstanding arrears were due. She asked whether the applicant could produce any such evidence. Following a brief adjournment during which she telephoned the applicant's letting agent, she produced an email dated 2 July 2019 from the applicant to his insurance company. This stated that the applicant had been informed by the letting agent that the respondent had agreed a repayment plan starting on 14 July 2019. Miss Robertson said that this was the only evidence which the letting agent was able to provide.

### **Findings in Fact**

12. The tribunal made the following findings in fact:

- The tribunal was satisfied that there was a valid short assured tenancy in place between the parties.
- The landlord was not named on the short assured tenancy agreement between the parties dated 31 March 2017, which only contained the details of his agent, Igloo Estate Agents. The title deed for the property showed that the applicant owns the property. There was also a section 33 notice dated 20 September 2017 and addressed to the respondent with the application papers, which named the respondent as the landlord for the property. The tribunal was therefore satisfied that the applicant was the landlord.
- The rent due under the tenancy agreement was £550 per calendar month payable in advance on the last day of the month
- As at 31 May 2019, the respondent owed the applicant the sum of £2200 in rental payments.
- The respondent paid a deposit of £550 to the applicant at the start of the tenancy, which was returned to the applicant by the approved tenancy deposit scheme.

### **Reasons for the decision**

13. Having considered the terms of the short assured tenancy agreement and the rent statement provided with the application, the tribunal noted that this confirmed an outstanding balance of rent arrears up to the end of May 2019 in the sum of £2200. While the email dated 2 July 2019 from the applicant did not provide clear proof that the respondent had been made aware of the arrears, the tribunal was satisfied on the basis of all the evidence before it, including this email, the fact that the application papers had been served on the respondent, and that the applicant had been awarded the deposit sum by the tenancy deposit scheme, that she was aware that the money was owed.

14. The tribunal was satisfied that the outstanding sum due by the respondent, in light of the deduction of the deposit sum, was £1650. The tribunal therefore decided to make an order for payment by the respondent to the applicant of that sum.

### Decision

The tribunal grants an order for payment by the respondent to the applicant for the sum of £1650.

### 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.

Sarah O'Neill  
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Legal Member/Chair

30/10/19  
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Date