



**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/18/0487

Re: Property at 5A Main Street, Leuchars, Fife, KY16 0HB (“the Property”)

Parties:

Ms Susan Aitken, 64 Bay Road, Wormit, Newport-On-Tay, DD6 8LW (“the Applicant”)

Mr Edward Crawford, 89B St Vincent Street, Broughty Ferry, Dundee, DD5 2EZ (“the Respondent”)

Tribunal Members:

Rory Cowan (Legal Member)

Decision in absence of the Respondent

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

- **Background**

The Applicant sought an order for payment in respect of rent arrears for the property at 5A Main Street, Leuchars KY16 0HB (the Property). An application in terms of Rule 70 (Civil Proceedings) was received by the Tribunal on 23rd February 2018, stating that the sum of £3,450 was outstanding in terms of rent arrears.

The Applicant lodged a copy of the Short-Assured Tenancy Agreement dated 14th May 2017 along with a rent statement detailing the arrears as at 13th November 2017.

The Tribunal fixed a Case Management Discussion, the details of which were intimated to the parties. The Respondent was advised that written representations in response to the application were required by 25th April

2018. No written response was received by the Tribunal. The Respondent was also advised that he required to attend the Case Management Discussion and that the Tribunal could make any decision on the application, including granting it, at the Case Management Decision.

- Case Management Discussion

The Case Management Discussion took place in the absence of the Respondent. There was no response lodged to the application and no communication to the Tribunal to explain the Respondent's non-attendance.

The Applicant was represented by Boyd Jackson Solicitors, a Jennifer Rowlinson. The Applicant's husband, Mr Aitken also attended. It was submitted that the Respondent had vacated the Property on or around 14th November 2011 in response to notices issued by or on behalf of the Applicant. It was further stated that the rent arrears were £3,450 as at the date the Respondent vacated the Property. It was acknowledged that, at the commencement of the tenancy, the Respondent paid a security deposit of £690 as well as the first month's rent in advance. It was explained that, following the Respondent vacating the Property, it was noted that the Respondent had removed various items from the Property including the washing machine, the cooker and the fridge freezer. Beyond that, various items of furniture supplied with the tenancy had been placed outside the Property by the Respondent. As such, the Applicant had made an application to the approved tenancy deposit scheme (SafeDeposits Scotland) for payment of the security deposit to the Applicant and that this had been granted. No part of that security deposit had been attributed to the rent arrears as the damage caused and the losses sustained exceeded the level of the security deposit.

- Findings in Fact

1. That the Applicant and Respondent entered into a tenancy agreement for the property at 5A Main Street, Leuchars KY16 0HB on 14th May 2018, which commenced on that day.
2. That, the initial period of the lease was six months.
3. That the Respondent removed from the property at 5A Main Street, Leuchars KY16 0HB on or around 14th November 2017 following the expiry of notices issued by or on behalf of the Applicant.
4. That, under the terms of the tenancy agreement between the Applicant and the Respondent, the Respondent was to pay the amount of £690 by way of monthly rent to the Applicant.
5. That, as at 14th November 2017, the arrears of rent due by the Respondent to the Applicant was £3,450.
6. That all of the security deposit paid by the Respondent and lodged with SafeDeposits Scotland was allocated to loss of and/or damage to items provided with the tenancy by the Applicant and that none of the security deposit was therefore available to be allocated to any arrears of rent.

- Reasons for Decision

The Tribunal proceeded on the basis of the written documents lodged by the Applicant together the oral submissions from the Applicant's representative.

In terms of the tenancy agreement dated 14th May 2017, the rent of £690 per month was due to be paid by the Respondent by the Applicant. The Respondent is liable to the Applicant for the arrears of rent amounting to £3,450.

Whilst no documentary vouching was produced in relation to the deposit and how it was allocated, in the absence of a contrary explanation, the Tribunal accepted that no part of the security deposit was left after deduction of damage/loss caused to be attributed to the rent arrears claimed.

There was therefore nothing before the Tribunal challenging or disputing any of the evidence before it.

- Decision

An order for payment in the sum of £3,450 and in favour of the Applicant is granted 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.

R Cowan

Legal Member/Chair

Date

2nd May 2018