



**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/18/1658**

**Re: Property at 15 James Weir Grove, Uddingston, G71 7PL (“the Property”)**

**Parties:**

**Clyde Valley Property Services, 50 Scott Street, Motherwell, ML1 1PN (“the Applicant”)**

**Mr Paul Brechin, 67 Flat 10 Main Street, Glasgow, G71 7EP (“the Respondent”)**

**Tribunal Members:**

**Morag Leck (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant was entitled to an order for payment by the Respondent to the Applicant in the sum of £4157.00**

**Background**

1. By Application comprising documents received between 2nd July and 28<sup>th</sup> August 2018 (“the Application”), the Applicant applied to the Tribunal for an order for payment in respect of alleged arrears of rent arising from the Respondent’s tenancy of the Property.

The application contained:–

- i) Copy of the Tenancy Agreement dated 13/10/17
- ii) AT5 dated 13/10/17
- iii) Section 33 Notice and Notice to Quit dated 15/2/18
- iv) Rent Statement from 1/10/17 to 3/5/17
- v) Copy of Title Sheet LAN222887 in the name of Clyde Valley Housing Association Limited

- vi) Lease between Clyde Valley Housing Association Limited and Clyde Valley Property Services Limited
  - vii) Updated Rent Statement from 1/10/17 to 28/8/18
2. By Notice of Acceptance dated 19<sup>th</sup> September 2018 a legal member of the Tribunal with delegated powers accepted the Application which was referred to a Case Management Discussion (CMD) on 1<sup>st</sup> November 2018.
  3. At the CMD on 1<sup>st</sup> November 2018 which was conducted by teleconference call, the Applicant was represented by Ms Irvine of BTO, Solicitors. She moved amendment of the arrears of rent sought to the amount of £4157 in terms of a further Rent Statement dated 25<sup>th</sup> October 2018 and submitted to the Tribunal on the same day. The Respondent did not participate in the call. The Tribunal noted that the Respondent had not received intimation of the increased sum sought. Accordingly the decision of the CMD was to allow amendment of the application to the amount of £4157, delete reference to the Applicant seeking interest and thereafter the application adjourned to a further CMD to allow intimation of the amended application upon the Respondent.
  4. The CMD was adjourned to 12<sup>th</sup> December 2018. Intimation was given to the Applicant by letter dated 19<sup>th</sup> November 2018 and to the Respondent by Sheriff Officers on the same date.

### **Case Management Discussion**

5. The further CMD was held on 12<sup>th</sup> December 2018 at the Glasgow Tribunals Centre. It was attended by the Applicant's solicitor, Ms Irvine of BTO, Solicitors. There was no appearance by the Respondent. The Tribunal clarified that the Respondent had not submitted any written representations or made any contact with the Tribunal Office and confirmed that the CMD would take place in his absence.
6. The Tribunal noted that following the previous CMD, the amended Rent Statement had been intimated to the Respondent who was no longer residing at the Property. The Legal Member enquired about the Tenancy Deposit and if this had been returned to the Applicant or Respondent. Ms Irvine requested a brief adjournment to clarify the position.
7. Upon the CMD resuming, Ms Irvine advised that the deposit was currently with Safe Deposit Scotland and was subject to the Scheme's Adjudication process and had therefore not been returned to the Applicant. The amount of arrears sought by the Applicant by way of a payment order therefore remained as £4157.00.
8. In her further submissions, Ms Irvine explained there had been some difficulties with the original Notice to Quit served on the Respondent in terms of dates and her firm had then served the further required Notices. The

tenancy had been brought to an end at the ish date and the Respondent had left the Property and she had explained the position as regards the Tenancy Deposit. She understood that the Respondent was in employment and living at a new address which had been provided to the Tribunal. She confirmed as previously, that although the lease stated 1<sup>st</sup> December, the Tenancy had commenced on 13<sup>th</sup> October 2017. It had also been confirmed that whilst the lease stated a monthly rental of £480, the amount of rent charged from the beginning of the Tenancy had been £475. This had been accepted by the Applicant and the Rent Statement adjusted accordingly. She explained that efforts had been made to recover the rent arrears as the Applicant had a "hands on approach" to such matters and a Housing Officer had engaged with the Respondent and encouraged him to address the arrears. However it was clear from the Rent Statement that a number of Direct Debit payments had been set up which were thereafter rejected by the Respondent's bank. A Standing Order arrangement had also fallen through.

### **Findings in Fact**

9. The parties entered into a Short Assured Tenancy which started on 13<sup>th</sup> October 2017 and ended on 13<sup>th</sup> October 2018.
10. The monthly rent payable was £475.
11. At the date of termination of the lease the Respondent had arrears of rent of £4157.00
12. The Respondent's Tenancy Deposit is currently the subject of adjudication with Safe Deposit Scotland and has not been returned to the Applicant.

### **Reasons for Decision**

13. The Tribunal was satisfied that there was a valid certificate of Service by Sheriff Officers and that the Respondent was aware of the time and place of the CMD. He had not attended and not submitted any written representations,
14. The Tribunal was also satisfied from the documents provided by the Applicant and the submissions made at the CMD by Ms Irvine that there had been a Short Assured Tenancy and the Respondent had accrued rent arrears of £4157 which had not been paid. The Tenancy Deposit had not been returned as this was the subject of Safe Deposit Scotland's adjudication process
15. The Tribunal, having been satisfied that the amount of £4157 was due by the Respondent to the Applicant, a payment order for that sum was made.

## 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 Leck

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Legal Member/Chair

12/12/18  
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Date