



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 70(1) of the Private Housing
Tenancies (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/19/1996

**Re: Property at 2 The Spailings, Kincardine O'Neil, Aboyne, AB34 5AA ("the
Property")**

Parties:

**Andrew Bradford, c/o Strutt and Parker, 68 Station Road, Banchory, AB31 5YJ
("the Applicant")**

**Strutt and Parker, 68 Station Road, Banchory, AB31 5YJ ("the Applicant's
Agent")**

**Mr Joe Clay, formerly residing at 2 The Spailings, Kincardine O'Neil, Aboyne,
AB34 5AA, but whose present whereabouts are unknown ("the Respondent")**

Tribunal Members:

Ruth O'Hare (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 against the Respondent in
the sum of Two thousand three hundred and eighty eight pounds and seventy
seven pence (£2,388.77) Sterling**

Background

- 1 By application dated 25 June 2019 the Applicant sought an order for payment against the Respondent in respect of unpaid rent in the sum of £2300. In support of the application the Applicant provided the following documentation:-
- (i) Tenancy Agreement between the parties dated 29th October 2018;
 - (ii) Rent Statement; and

(iii) Notice to Leave served upon the Respondent.

2 The Applicant's Agent subsequently advised that the Respondent had vacated the property, leaving no forwarding address. Accordingly an application for service for advertisement was submitted by the Applicant detailing the efforts made to trace him. The Tribunal duly allowed service by advertisement on its website.

3 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds to reject the application. A Case Management Discussion was therefore assigned for 1st November 2019.

4 The application paperwork together with notification of the Case Management Discussion was served on the Respondent by advertisement on the Tribunal website between 27th September 2019 and 1st November 2019. The Respondent was also contacted by email to alert him to the advertisement with the date, time and location of the Case Management Discussion. He responded to say he did not know what the proceedings were about as he had left the property. He was provided with a copy of the application paperwork which detailed the basis of the Applicant's claim.

The Case Management Discussion

5 The Case Management Discussion took place at Credo Centre on 1st November 2019. Leanne Imlach appeared on behalf of the Applicant's Agent. The Respondent was not present.

6 Ms Imlach advised that Mr Clay had left the property and the tenancy had terminated on 4th July 2019. Mr Clay had not been in touch with them. He had vacated the property without any notice. The outstanding arrears as at the date of termination were £2388.77. Ms Imlach produced an updated rent statement to support this.

Findings in Fact and Law

7 The parties entered into a Tenancy Agreement dated 29th October 2018 in respect of the Property.

8 In terms of Clause 6 of the Tenancy Agreement the Respondent undertook to pay rent of £450 per month.

9 The tenancy terminated on 4th July 2019. As at the date of termination arrears of rent in the sum of £2388.77 were outstanding.

- 10 The Respondent is liable to pay the sum of £2388.77 in accordance with the terms of the Tenancy Agreement between the parties.

Reasons for Decision

- 11 The Tribunal was satisfied that it was able to continue with the Case Management Discussion in the absence of the Respondent. He had received service of the application by advertisement on the Tribunal's website. Further he had confirmed his awareness of the proceedings by emailing the Tribunal. The Tribunal therefore considered it could reasonably assume that he was aware of the Case Management Discussion and had been given the opportunity to attend or make written representations in response to the application.
- 12 The Tribunal was further satisfied that it was able to make a determination of the application at the Case Management Discussion and that to do so would not be prejudicial to the interests of the parties.
- 13 Based on the verbal and written representations from the Applicant's Agent, the Tribunal accepted that the Respondent was due to make payment of rent in the sum of £450 per month in terms of the Tenancy Agreement entered into between the parties. He had failed to do so. He had not put forward any evidence to counter the Applicant's position in this regard. The Tribunal found the Applicant's evidence to be credible as put forward by his agent and therefore accepted his position.
- 14 The Tribunal therefore determined to make an order for payment against the Respondent in the sum of £2388.77, being arrears of rent due by the Respondent under the terms of the tenancy agreement between the parties. The Tribunal was satisfied that the terms of the application permitted the grant of an order in the increased sum.

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 O'Hare

Legal Member/Chair

4/11/19

Date