



**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/22/1956

Re: Property at 16/5 Hopetoun Street, Edinburgh, EH7 4GH (“the Property”)

Parties:

Mr Eamon Burns, c/o Ballantynes, 30 Stafford Street, Edinburgh, EH3 7BD (“the Applicant”)

Ms Lisa Sim, 16/5 Hopetoun Street, Edinburgh, EH7 4GH (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member) and David Fotheringham (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order in the sum of Five thousand nine hundred and sixty pounds (£5960) Sterling

Background

- 1 By application to the Tribunal the Applicant sought an order for payment of outstanding rent arrears against the Respondent. In support of the application the Applicant provided the following documentation:-
 - (i) Short Assured Tenancy Agreement between the parties dated 14 November 2008 together with Form AT5; and
 - (ii) Rent Statement.
- 2 By Notice of Acceptance of Application dated 17 August 2022 the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. A Case Management Discussion was therefore assigned for 2 November 2022.

- 3 A copy of the application paperwork together with notification of the date and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers. No written representations were received from the Respondent in response to service of the application paperwork.
- 4 On 21 October 2022 the Applicant's representative submitted an updated rent statement confirming that the arrears had increased to £5960 and the Applicant sought an order for payment in that sum.

Case Management Discussion

- 5 The Case Management Discussion took place by teleconference on 2 November 2022. The Applicant was represented by Ms Mhairi-Clare Galleta of Ballantynes letting agent. The Respondent was not present. The Tribunal noted that she had received service of the application paperwork together with notification of the date and time of the Case Management Discussion and therefore determined to proceed in her absence.
- 6 As a preliminary point the Tribunal noted that the Applicant had submitted a request to amend the sum sought to £5960. Having been satisfied that proper notification had been given to the Respondent the Tribunal duly agreed to allow the request for amendment.
- 7 Ms Galleta addressed the Tribunal on behalf of the Applicant. She advised that the rent arrears had continued to accrue and now stood at £5960. The Applicant sought payment in that sum. No payment plan had been forthcoming from the Respondent. She had stopped paying rent or around the time notices had been served upon her to terminate the tenancy. The Respondent was believed to be self employed and had been directed to advice and support by the Applicant to assist her in addressing the arrears.

Findings in Fact and Law

- 8 The Applicant entered into a Short Assured Tenancy Agreement with the Respondents which commenced on 14 November 2008.
- 9 The tenancy between the parties was a short assured tenancy as defined by section 32 of the Housing (Scotland) Act 1988.
- 10 Under Clause 7 of the said tenancy agreement the Respondent undertook to pay rent at the rate of £700 per month. The rent was subsequently increased to £745 per month.
- 11 The Respondent has accrued rent arrears in the sum of £5960 as at 28 October 2022.

- 12 Despite repeated requests the Respondent has refused or delayed in making payment of the outstanding rent.
- 13 The Respondent is therefore liable to pay the sum of £5960 to the Applicant under the terms of the said tenancy agreement between the parties.

Reasons for Decision

- 14 The Tribunal was satisfied at the Case Management Discussion that it had sufficient information upon which to make a decision and that to do so would not be prejudicial to the interests of the parties. The Respondent had been given the opportunity to participate in the proceedings but had chosen not to do so. The Tribunal did not consider there to be any requirement to fix a hearing in the matter as there were no issues to be resolved.
- 15 Based on its findings in fact the Tribunal was satisfied that the Respondent was liable to pay the sum of £5960 to the Applicant in accordance with her contractual obligations under the tenancy agreement between the parties. She had failed to enter the tribunal proceedings and there was nothing before the Tribunal to contradict the position put forward on behalf of the Applicant.
- 16 The Tribunal therefore determined to make an order for payment in the sum of £5960. The decision of the Tribunal was unanimous.

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

02/11/2022

Legal Member/Chair

Date