



**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/20/0367**

**Re: Property at 1 Cornfield Road, Turriff, AB53 4BP (“the Property”)**

**Parties:**

**Mr Ewan Charles Proctor, Quarry Farm, Dorlathers Estate, Turriff, AB53 8BT (“the Applicant”)**

**Mr Robert White, 71 Dalgaty Crescent, Turriff, AB53 4GB (“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 One thousand four hundred and forty six pounds and seventy seven pence (£1446.77) Sterling**

- 1 By application dated 30 January 2020 the Applicant sought an order for payment of rent arrears against the Respondent. In support of the application the Applicant provided a copy Lease Agreement and Rent Account.
- 2 By Notice of Acceptance of Application 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 31<sup>st</sup> March 2020. A copy of the application paperwork was served upon the Respondent by Sheriff Officers on 27<sup>th</sup> February 2020.
- 3 Following the imposition of restrictions arising from the Covid-19 pandemic the Case Management Discussion was postponed to 15<sup>th</sup> July 2020. A direction

was issued to the parties by the Chamber President confirming that the Case Management Discussion would take place by teleconference. Notification of the date and time, together with instructions on how to join the teleconference was intimated to the Applicant by email and the Respondent by recorded delivery mail.

### **The Case Management Discussion**

- 4 The Case Management Discussion took place on 15 July 2020 by teleconference. Mr Alan Duffill, Solicitor appeared on behalf of the Applicant.
- 5 Having noted that the application paperwork had been served on the Respondent by Sheriff Officers in the first instance, and that notification of the postponed Case Management Discussion had been sent by recorded delivery to the address where Sheriff Officers had confirmed he was resident, the Legal Member determined to proceed with the Case Management Discussion in his absence having been satisfied that he had received proper notification of the date, time and procedures for joining the tele-conference.
- 6 Mr Duffill appeared on behalf of the Applicant. He confirmed that he was seeking the sum of £1,446.77 which was unpaid rent. The deposit had been applied to that sum. There had been no contact from the Respondent and therefore no offers of repayment. The order was therefore necessary.

### **Findings in Fact and Law**

- 7 The parties entered into a Private Residential Tenancy Agreement which commenced on 19<sup>th</sup> January 2019.
- 8 In terms of Clause 8 of the said Tenancy Agreement the Respondent agreed to make payment of rent to the Applicant at the rate of £525 per month on the 19<sup>th</sup> day of each month.
- 9 The tenancy terminated on 5<sup>th</sup> November 2019. As at the date of termination arrears in the sum of £1,971.77 were outstanding.
- 10 The Applicant deducted the deposit from the outstanding arrears, in the sum of £525, leaving a balance due of £1446.77.
- 11 The Respondent is liable for payment of the said sum of £1446.77 in terms of the Tenancy Agreement between the parties.

- 12 Despite repeated requests the Respondent has refused or delayed to make payment of the sums due.

### **Reasons for Decision**

- 13 The Tribunal was satisfied that the Respondent had received proper notification of the application and the Case Management Discussion. The Tribunal therefore considered it was able to continue with the Case Management Discussion in the absence of the Respondent. 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.
- 14 Having considered the terms of the tenancy agreement and rent statement produced by the Applicant, and based on its findings in fact, the Tribunal was satisfied that the Respondent is liable to pay the sum of £1446.77. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £525 per month. The Respondent had not sought to dispute the terms of the application and there was no evidence before the Tribunal to contradict the position put forward on behalf of the Applicant. The Tribunal therefore made an order for payment 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.**

Ruth O'Hare

15 July 2020

Legal Member

Date