



**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/19/0415**

**Re: Property at 17 Glenbervie Road, Grangemouth, FK3 9LE (“the Property”)**

**Parties:**

**Mr Glen Gerard Kane, Staybridge Suites, PO Box 51133, Abu Dhabi Yas Island,  
United Arab Emirates (“the Applicant”)**

**Mr Alexander Victor Wilson, Ms Janice Wilson, 17 Glenbervie Road,  
Grangemouth, FK3 9LE (“the Respondent”)**

**Tribunal Members:**

**Colin Dunipace (Legal Member)**

**Decision in absence of the Respondents**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order should be granted in favour of the  
Applicant against the Respondents for payment of the sum of One Thousand  
Three Hundred and Thirteen Pounds (£1,313) Sterling.**

**Summary of Discussion**

1. By application received by the Tribunal on 7 February 2019 the Applicant sought an order for payment against the Respondents in the sum of £1,333. A separate application seeking eviction had been received by the Tribunal on the same date.
2. A Case Management Discussion had taken place on 1 April 2019. The Applicant was not present but was represented by Mr Sloan of Messrs Inksters, Solicitors. The Respondents were neither present nor represented at this Discussion.

3. At this Case Management Discussion reference was made to a copy lease between the parties in respect of the property, together with a copy of the Applicant's rent records.
  4. At that time the Tribunal indicated that the rent records were unclear as to time period that they covered and they were not in chronological order. Further there appeared to amounts included in these records which appeared to be attributable to other matters, such as gas insurance which did not appear to relate to rent.
  5. At that time it was agreed that the matter should be continued to enable the Applicant to lodge amended records clearly showing the amount of rent due.
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6. The matter called again as a Case Management Discussion in Stirling on 9 July 2019. At that time the Applicant was again not present but was represented by Mr Sloan. The Respondents were again neither present nor represented. Having considered the question of service I noted that there was a Certificate of Service by Advertisement dated 9 July 2019. IN these circumstances I was content that the matter should proceed in the absence of the Respondents.
  7. At this Case Management Discussion, Mr Sloan lodged a Second Inventory of Productions for the Applicant setting out the sums due, and paid, in respect of rental alone. In this regard it was noted that the amount due for the period 1 October 2016 until 1 September 2018 was in the sum of £9,600, and that the amount actually paid by the Respondents was in the sum of £8287, leaving a balance due of £1,313, which was the amended sum now sought by the Applicant.

### **Findings in Fact**

Having considered the aforementioned Schedule of rent due and paid, I determined that the amount of £1,313 was due to the Applicant and accordingly decided to make an Order in this amount.

### **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.**

C Dunipace

**Legal Member**

**9 July 2019**  
**Date**

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