



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 and Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”)**

**Chamber Ref: FTS/HPC/CV/19/0856**

**Re: Property at Flat 2E Buchanan Drive, Causewayhead, Stirling, FK9 5HF (“the Property”)**

**Parties:**

**Mr Benedict Genese, 1 Sunnyside, Dunblane, FK16 9HA (“the Applicant”)**

**Ms Rosalind Houston, Present Whereabouts Unknown (“the Respondent”)**

**Tribunal Members:**

**Nicola Weir (Legal Member) and Jane Heppenstall (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent in the sum of £6,500 should be made in favour of the Applicant.**

**Background**

1. By application dated 12 March 2019, the Applicant made application to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for a payment order against the Respondent in the sum of £3,900 in respect of unpaid rent for the Property.
2. On 21 March 2019, a Legal Member of the Tribunal with delegated powers of the Chamber President issued a Notice of Acceptance of the Application in terms of Rule 9 of the Regulations.
3. Thereafter, a Case Management Discussion took place on 13 June 2019 and a subsequent Hearing on 9 July 2019. That Hearing was not attended by the Respondent but, in view of the written representations she had lodged prior to that Hearing, the Tribunal considered it appropriate to postpone that Hearing and a

further Hearing was assigned for 23 August 2019. That Hearing was not attended by the Respondent and was adjourned until 7 October 2019 to allow the Applicant an opportunity to intimate an amendment of the sum claimed by him from £3,900 to £6,500 by email to the Respondent and for formal notification of the adjourned Hearing date and time to be made to the Respondent by the Tribunal by way of Service by Advertisement, given that she was no longer residing at the Property and her forwarding address was unknown.

#### Hearing

4. The Hearing took place on 7 October 2019 at 2pm at STEP Stirling. The Applicant was in attendance, supported by his wife, Mrs Lorraine Genese. The Respondent was not in attendance.

5. The Tribunal noted the terms of the Certificate of Service by Advertisement dated 7 October 2019 confirming that advertisement on the Respondent of the details of the Hearing had been carried out on the Tribunal's website between 30 August 2019 and 7 October 2019 and that the terms of Rule 6A of the Regulations concerning service by advertisement had accordingly been met.

6. The Tribunal also noted the terms of the email dated 12 September 2019 submitted by the Applicant in which he had notified both the Respondent and the Tribunal of his request to amend the sum claimed to £6,500 and to which had been attached a breakdown of that sum. The Applicant confirmed that he had not had any response from the Respondent. The Tribunal noted that the documentation submitted by the Applicant had also separately been intimated to the Respondent by email by the Tribunal and that, again, no response or other communication had been received from the Respondent. Accordingly, the Tribunal was satisfied that the terms of Rule 14A of the Regulations concerning requests to amend an application had been met and determined that amendment of the sum claimed should be allowed.

7. The Applicant gave evidence and answered questions from the Tribunal. He confirmed that he was seeking the increased sum of £6,500, being 10 months' unpaid rent incurred by the Respondent covering the period August 2018 to May 2019. He confirmed that the monthly rent in terms of the tenancy agreement was £650. He also stated that the payment of £650 on 6 July 2018 shown in the breakdown he had lodged was the last payment received by or on behalf of the Respondent in respect of the Property and that no further payments have been received. He gave some background details concerning the various issues raised earlier in the proceedings by the Respondent, including allegations concerning repairs issues with the Property. The Applicant's position was that he had previously had a good relationship with the Respondent and considered that he had dealt with any repair type issues appropriately. He stated that it therefore took him by surprise when the Respondent stopped paying rent and relations deteriorated.

8. The Applicant advised that he is unsure exactly what date the Respondent vacated the Property. He advised that he received a text message from the local authority advising that the Respondent had vacated in early June 2019. However, the Applicant checked the position and stated that the Respondent appeared still to be living there. He notified the local authority accordingly and was informed that he had been given the wrong date. The Landlord referred to what had been stated at

previous Tribunal proceedings and that he considers that the Tenant vacated sometime later in June/ early July. The Tribunal noted that the last monthly rental payment the Applicant is seeking was that due to be paid on 6 May 2019 and that the monthly rent was payable in advance in terms of the tenancy .

#### Findings in fact

9. The Applicant was the landlord and the Respondent the tenant in respect of the Property, by virtue of a Private Residential Tenancy which commenced on 6 February 2018.

10. The rent due in terms of the tenancy was £650 per calendar month, payable in advance of the 6<sup>th</sup> day of the month.

11. The Respondent initially paid the rent due but then stopped paying, the last payment of £650 being paid on 6 July 2018.

12. The Respondent vacated the Property in or around June/early July 2019, by which time she had incurred rent arrears amounting to £6,500, being 10 months' rent.

13. The sum of £6,500 remains outstanding and owing by the Respondent to the Applicant.

#### Reasons for Decision

14. The Tribunal had regard to all the documentation before it and the oral evidence given by the Applicant at the Hearing. The Respondent had made representations in respect of the Applicant's claim and had been given an opportunity to lodge further supporting evidence in that regard and to attend the Hearing and present any other evidence. The Respondent did not do so. The Tribunal, having considered matters fully, was satisfied that the sum of £6,500 was due to the Applicant in respect of unpaid rent and determined that an order for payment in that sum should be made 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.**

N Weir

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**Legal Member/Chair**

7 October 2019  
**Date**