



**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/19/4088

**Re: Property at Craigton Farmhouse, Winchburgh, Broxburn, West Lothian,
EH52 6PY (“the Property”)**

Parties:

**The Earl of Hopetoun, Hopetoun Estates Office, Newton, Broxburn, West
Lothian, EH52 6QD (“the Applicant”)**

**Mr Ben Wentink, Craigton Farmhouse, Winchburgh, Broxburn, West Lothian,
EH52 6PY (“the Respondent”)**

Tribunal Members:

H Forbes (Legal 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 should be granted in favour of
the Applicant in the sum of £1803.**

Background

1. This is an application dated 11th December 2019, made under Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”). The Applicant is seeking an order for payment in respect of unpaid rent arising from a tenancy agreement in respect of the Property.
2. The Applicant lodged a copy of the tenancy agreement and a copy of the rental statement.
3. A short assured tenancy agreement between the parties in respect of the Property commenced on 1st February 2008. The period of let was for one year to 31st January 2009, and continuing thereafter on a monthly basis. The rent was £800 at the time of commencement of the tenancy.

4. The application documentation and intimation of a Case Management Discussion to be held at Riverside House, Gorgie Road, Edinburgh on 10th February 2020 were served upon the Respondent by Sheriff Officers on 10th January 2020.
5. No written representations were received from the Respondent.

The Case Management Discussion

6. A Case Management Discussion ("CMD") took place at Riverside House, Gorgie Road, Edinburgh on 10th February 2020. Neither party was in attendance. The Applicant's representative, Mr Conner McConnell, Solicitor, attended by conference call.
7. The Tribunal considered that, as required by Rule 24(1), the Respondent had been given reasonable notice of the date, time and place of the CMD. Accordingly, the Tribunal proceeded with the application upon the representations and material before it, in terms of Rule 29.
8. Mr McConnell moved that the order sought be granted. Rent arrears had arisen over a period from 1st July 2019 culminating in a sum of £1083 outstanding at the time of lodging the application. The monthly rent is now £984 per month. Clause 30 of the tenancy agreement allows for an annual rent increase.

Findings in Fact

9. Parties entered into a short assured tenancy agreement in respect of the Property, commencing on 1st February 2008.
10. The rent was £800 at the time of commencement of the tenancy.
11. The rent is now £984 per month, as provided for in clause 30 of the tenancy agreement.
12. Rent lawfully due to be paid to the Applicant by the Respondent is outstanding.
13. The Applicant is entitled to recover rent lawfully due.

Reasons for Decision

14. In terms of the tenancy agreement between the parties, the Respondent is liable to pay the monthly rent to the Applicant. The Respondent is now in rent arrears and rent lawfully due in terms of the tenancy agreement has not been paid. The Applicant is entitled to recover the rent lawfully due.

Decision

15. An order for payment in the sum of £1083 is granted in favour of the Applicant.

Right of Appeal

16. 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.

H Forbes

Legal Member/Chair

10th February 2020

Date