



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/EV/19/1719

Re: Property at 94 Gallowhill Road, Fraserburgh (“the Property”)

Parties:

**Craighaugh Limited, 24 Pitsligo Street, Rosehearty, Aberdeenshire (“the Applicant”)
(Represented by Mr David Gibb, Masson Glennie LLP, Solicitors, Peterhead)**

Ms Sharon Wood, 94 Gallowhill Road, Fraserburgh (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

At the Case Management Discussion (“CMD”) on 16 July 2018, the Applicant was represented by Mr Douglas Duncan, Director thereof along with Mr David Gibb of Masson Glennie LLP. The Respondent was personally present.

Background

- The Applicant is the landlord of the Property.
- The Respondent is the tenant of the Property in terms of a Private Residential Tenancy Agreement signed on 1 August 2018.
- The start date of the tenancy is stated in the Agreement to be 1 August 2018. At the CMD the parties were agreed that the start date of the tenancy was in fact on 1 September 2018 and the Tribunal proceeded on that agreed basis.
- In terms of the Agreement the rent payable by the Respondent to the Applicant was agreed to be £600 per calendar month payable in advance on the first day of each month.

- As at the date of the application the arrears accrued were stated to be £5,400 being the entire rent due from 1 September 2018 to 1 May 2019.
- The Respondent has had due intimation of this application, the papers having been served by Sheriff Officers on 12 June 2019.

The Case Management Discussion

- At the CMD Mr Gibb tendered an up to date rental statement which, as at 6 July 2019, showed various payments having been made by the Respondent between 24 April 2019 and 6 July 2019 totalling £1,000.00 as against total rent due of £6,600 accrued between 1 September 2018 and 1 July 2019. The Respondent accepted the figures contained within the rental statement to be correct and stated that she had a further sum of £600 in cash at home to pay to the Applicant.
- Mr Gibb stated:-
 - That payments had only been made by the Respondent after these proceedings got underway.
 - That the Respondent had ignored plenty informal prompts by the Applicant to pay and the Respondent had not engaged in that dialogue;
 - That there had only been 2 phone calls from the Respondent very recently. Mr Duncan further explained that there had been one call in May when the Respondent asked him to attend at the Property to collect some money. He told the Respondent to deposit the funds into the bank account per the Tenancy Agreement. The other call had taken place on Friday 12 July when the Respondent indicated she disputed the figure due and referred to seeking a postponement of the CMD.
 - That the Respondent was fully aware that rent was not being paid.
 - That the Respondent ought to have engaged with the Council relative to payment of benefits and did not do so.
 - That the proposal made by the Respondent at the CMD (see below) is not acceptable to the Applicant.
 - That the Applicant is seeking an order for eviction of the Respondent in terms of Ground 12 of Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 ("the Act").
- Miss Wood stated:-
 - That she had cash of £600 at home to pay to the Applicant;
 - That she was previously entitled to Employment Support Allowance;
 - That she is now in receipt of Universal Credit, awarded since May 2019 at £1,000 per month from which her rent requires to be paid.
 - That she was previously in receipt of full housing benefit when she stayed at 9 Rowan Place, Fraserburgh and the housing benefit was paid to the landlord;
 - That when she moved to the Property she advised the Housing Benefit department of the Council. She could not recall if she gave the Council a copy of the Tenancy Agreement;
 - That she then heard nothing from the Council until March 2019;

- That letters had been sent to her old address which she could not understand;
- That she didn't know she should have applied for Universal Credit;
- That for a period of time she was not getting ESA or Universal Credit;
- That she had been in contact with Mr Duncan more than he said. She could not remember when or how often. She said he had phoned his sister a couple of times and she had called him back.
- That she can pay an additional £100 (which she revised to £200 during the CMD) towards the arrears each month as well as the ongoing rent of £600.

Reasons for Decision

- There exists between the parties a Private Residential Tenancy.
- The parties agreed the rent arrears due and the payments made.
- The Respondent is due the arrears payable as at the date of this application.
- The Respondent produced no documentation and was very vague in her narration of events.
- There is no evidence that any backdated benefits are payable which would reduce the arrears.
- The Respondent has had due intimation of this application in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017.
- The terms of Ground 12 of Schedule 3 of the Act are met and the Tribunal must therefore issue an eviction order.

Decision

The Applicant is entitled to an order for eviction and the Tribunal made an order to that effect.

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.

Gillian Buchanan

Date

16 July 2019