



**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/20/0094**

**Re: Property at 97a Main Street, Townhill, Dunfermline, Fife, KY12 0EN (“the  
Property”)**

**Parties:**

**Mr Alastair Barclay, Mrs Elaine Barclay, Smiddy House, Shiresmill, Blairhall,  
Dunfermline, Fife, KY12 8ER; Smiddy House, Shiresmill, Blairhall, Fife, KY12  
8ER (“the Applicant”)**

**Mr Stuart Adamson, 97a Main Street, Townhill, Dunfermline, Fife, KY12 0EN  
 (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the order for payment is granted to the amount of  
£5190.**

**Background**

1. This case should be read in conjunction with FTS/HPC/EV/20/0034.
2. An application dated 9th January 2020. The application was submitted in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant is seeking an order for payment of the sum of £3030 terms of s16 of the Housing (Scotland) Act 2014.

3. The case was originally to be heard on 6<sup>th</sup> April 2020 but was postponed due to Covid 19 reasons. A new hearing date was set for 17<sup>th</sup> July 2020 to be conducted by teleconferencing due to Covid 19 restrictions.
4. On 3<sup>rd</sup> July a request was received by the Housing and Property Chamber to increase the sum sought to £5190 for rent due to 25<sup>th</sup> June 2020.

### Case Management Discussion

5. A Case Management Discussion (“CMD”) was held on 17<sup>th</sup> July 2020 at 10am by teleconference due to Covid 19 restrictions. The Applicant represented themselves and both attended. The Respondent represented himself and was present. The Respondent did not make representations in advance of the hearing. The Respondent informed the Tribunal that he had struggled financially from 2018 when he had his working days reduced to three days per week. He was not eligible for Universal Credit as his income was still too high. In March 2020 he was paid off from his employment. He was not offered to be furloughed. He was the only one from his work paid off. He applied for Universal Credit. He had made an error in the Housing Benefit part of the application but amended this. He advised that he wished the Applicants to be paid directly. The First Named Applicant advised the Tribunal that he had received a telephone call from Universal Credit the previous week stating that he will receive payments directly from 18<sup>th</sup> June 2020. He had queried with Universal Credit whether payment would be forthcoming for the time prior to 18<sup>th</sup> June 2020 but he was informed that the Respondent would or would have received any payments prior to that date. The Respondent did not know if he had received the payments for Housing Benefit as it would be paid with his Universal Credit payment. He would need to check with his bank. The Respondent does not dispute the arrears and had no further issues of reasonableness that needed to be addressed. The Second Named Applicant stated that the Respondent had been persistently in arrears prior to the current arrears. The Applicants had reduced his rent to assist him but this time the arrears had increased dramatically and the Respondent had stopped contact with them. The Respondent had received the up to date rent statement and increase of sum sought. He had no objections to increasing the sum sought.

### Findings in Fact

6. The parties entered into a Short Assured Tenancy on 25<sup>th</sup> September 2012 for a 6 months period until 25<sup>th</sup> March 2013 and on a month to month basis thereafter. The lease was signed on 25<sup>th</sup> September 2012. An AT5 was signed by both parties on the same date as the lease. The rent payments of £360 and due by the 25<sup>th</sup> day of each month.
7. The Housing and Property Chamber received an Application date 9<sup>th</sup> January 2020.

8. The Respondents have persistently not made rent payments. There have been more than 3 missed payments. The amount outstanding has risen to £5190 beyond that which was sought in the application.
9. There are no outstanding Housing Benefit issues. The Applicants are to start receiving direct payments from Universal Credit (Housing Element) from 18<sup>th</sup> June 2020.
10. The arrears due to the Applicant amounts to £5190.

#### Reasons for Decision

11. The Respondent has failed to make payment of the rent lawfully due in terms of the lease between the parties. The Applicant has lodged a up to date rent statement for the period 25<sup>th</sup> December 2017 to 25<sup>th</sup> June 2020 in which payments have been missed to amount to £5190 in rent arrears. The Tribunal was satisfied that the Respondent had been notified of this and allowed the increase in amount sought. The Tribunal was satisfied that there were no other issues of reasonableness before them. The Tribunal decided that the Respondent had persistently not paid the rent and was in arrears. As a consequence the Applicant was entitled to be granted the Order for payment of £5190 against the Respondent.

#### Decision

12. The Applicant is entitled to for an order of payment of £5190 by the Respondent. The Order was granted 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.**

**Gabrielle Miller**

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**Legal Member/Chair**

**17<sup>th</sup> July 2020**

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**Date**