



**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/22/3905**

**Re: Property at Flat 1, 1 Moffat Way, Edinburgh, EH16 4PY (“the Property”)**

**Parties:**

**Places for People Scotland Limited, 1 Hay Avenue, Edinburgh, EH16 4RW (“the Applicant”)**

**Ms Megan Barclay, Flat 1, 1 Moffat Way, Edinburgh, EH16 4PY (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member) and Robert Buchan (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the order for recovery and possession should be granted in favour of the Applicant.**

**Background**

1. An application was received by the Housing and Property Chamber dated 21<sup>st</sup> October 2022. The application was submitted under Rule 109 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not adhering to ground 12 of the Private Housing (Tenancies) Act 2016.
2. On 26<sup>th</sup> January 2023 all parties were written to with the date for the Case Management Discussion (“CMD”) of 7<sup>th</sup> March 2023 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 16<sup>th</sup> February 2023.
3. On 27<sup>th</sup> January 2023, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent by letterbox service. This was evidenced by Certificate of Intimation dated 27<sup>h</sup> January 2023.

4. On 8<sup>th</sup> February 2023, the Applicant's solicitor emailed the Housing and Property Chamber to request that the sum sued for be amended to £8336.97. A rent statement was attached.
5. On 3<sup>rd</sup> March 2023, the Applicant's solicitor wrote to the Housing and Property Chamber with an up to date rent account. The email advised that the arrears had now accrued to £9038.30 with the last payment being on 21<sup>st</sup> February 2022.
6. The case was conjoined with case FTS/HPC/CV/22/3906.

#### The Case Management Discussion

7. A CMD was held 7<sup>th</sup> March 2023 at 2pm by teleconferencing. The Applicant was represented by Mr Ken Caldwell, Solicitor. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make representations in advance of the hearing.
8. Mr Caldwell told the Tribunal that the Respondent is a 21 year old support worker. When she signed the lease her wage was £1400 per month. The lease was initially to be a joint tenancy but only the Respondent signed the lease. She lives alone in the Property with her cat. Mr Caldwell said that he received an email from the Respondent on 8<sup>th</sup> February 2023. He had directed her to Touchstone who are the letting agents for the Property. The Respondent emailed on 16<sup>th</sup> February 2023 stating that she would pay £800 per month and make interim payments. Nothing has been paid since that email. There is no indication that there is any Universal Credit Housing Element being made or to be made. Mr Caldwell advised that the Respondent contacted Touchstone at some point between 21<sup>st</sup> September and 21<sup>st</sup> October 2022 advising that there had been a banking error. The Applicant instructed Mr Caldwell not to proceed with lodging the application for a month to allow for the error to be righted. However, no payments were forthcoming so the application proceeded. Mr Caldwell noted that the Respondent was written to by either him or Touchstone regarding the pre action requirements on 12<sup>th</sup> May 2022, 21<sup>st</sup> June 2022 and 21<sup>st</sup> September 2022.
9. It was noted that the Respondent had only paid three rent payments plus her deposit since the lease started on 3<sup>rd</sup> November 2021.
10. The Tribunal was satisfied that the outstanding amount for £5531.65 was due to the Applicant by the Respondent and that it was appropriate to grant an order accordingly.

#### Findings and reason for decision

11. A Private Rented Tenancy Agreement commenced 3<sup>rd</sup> November 2021.
12. The Respondent persistently failed to pay her rent charge of £675 per month. The rent payments are due to be paid on 1<sup>st</sup> day of each month.
13. The last payment was made on 21<sup>st</sup> February 2022 for £675.
14. Arrears accrued to more than one months rent payment at the date of application and was more than three months rent payments at the date of the hearing.

15. There are no outstanding Universal Credit Housing Element issues.
16. The arrears sought in the application for payment were £5531.65 that figure was amended to £8336.97 by email from the Applicant's solicitor on 8<sup>th</sup> February 2023. The arrears have risen since the application was raised to £9038.30.
17. The Tribunal considered that there were no issues of reasonableness to prevent an order for eviction to be granted.

#### Decision

18. . The Tribunal found that ground 12 has been established and granted an order in favour of the Applicant for repossession of the Property.

#### **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.**

# G Miller

**6<sup>th</sup> March 2023**

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**Legal Member/Chair**

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**Date**