



**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 33 of the Housing (Scotland) Act 1988**

**Chamber Ref: FTS/HPC/EV/19/2431**

**Re : Property at 28 Springfield Gardens, Parkhead, Glasgow G31 4HW (“the Property”)**

**The Parties:-**

- (1) Ayodeji Babatope, 47 Oakfield Road, Altrincham, Greater Manchester WA15 8ER (“the First Applicant”); and**
- (2) Tolulope Babatope, 47 Oakfield Road, Altrincham, Greater Manchester WA15 8ER (“the Second Applicant”)**

represented by Fineholm Lettings, 114 Union Street, Glasgow G1 3QQ

**Ms Daneka Hardie, residing or formerly residing at 28 Springfield Gardens, Parkhead, Glasgow G31 4HW (“the Respondent”)**

represented by Laura Simpson, solicitor, Govan Law Centre, Samaritan House, 79 Coplaw Street, Glasgow G42 7JG

**The Tribunal comprised:-**

Mr David Bartos - Legal member and Chairperson

**DECISION**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) orders the Respondent to remove herself from and to give up possession of the Property in favour of the Applicants.**

*Background*

1. The Applicants seek recovery of possession of the Property and removal of the Respondent from it. They seek recovery of possession under section 33 of

the Housing (Scotland) Act 1988 (and rule 66 of the Tribunal's rules) on the basis of a notice to quit at the end of a short assured tenancy.

2. On 14 October 2019 the Tribunal had a case management discussion ("CMD") at 14.00 hrs at the Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT. The Applicants' representative Mrs Ellen Hamilton, office manager of Fineholm Lettings appeared accompanied by their lease administrator Miss Pamela Davren. There was no appearance by or on behalf of the Respondent. The Tribunal noted that Notice of the CMD at today's date had been given to the Respondent in a letter from the Tribunal dated 6 September 2019 which had been served on her by sheriff officer on 9 September 2019 as per his certificate of citation. The Respondent had consulted a solicitor at the Govan Law Centre who confirmed by e-mail that while she was representing the Respondent she would not be attending the CMD as the application was unopposed. The Tribunal proceeded with the CMD. It took the view that in all the circumstances it was not unfair to the Respondent to proceed with the CMD and that it would be unfair to the Applicants for there to be delay.

*Facts Not in Dispute Between the Parties*

3. Having considered all the evidence, the Tribunal found the following facts to be established:-
  - (a) The Applicants are equal co-owners of the Property. On 13 June 2014 the First Applicant granted a written short assured tenancy of the Property to the Respondent ("the First Lease"). He did so with the consent of the Second Applicant. The Lease was for 6 months commencing on 13 June 2014 and thereafter on a two-monthly basis. Before agreeing to the First Lease the Respondent was given an AT5 form indicating that the First Lease would be a short assured tenancy.
  - (b) The First Lease provided for the payment by the Respondent to the Applicant of rent of £ 675 per month payable in advance on the first day of each month. The Lease continued in force until 13 December 2014.
  - (c) On 13 December 2014 the First Applicant granted a fresh written short assured tenancy of the Property to the Respondent ("the Second Lease"). The Second Lease superseded the First Lease. The Second Lease was for one year on 13 December 2014, ending on 12 December 2015 and thereafter on a two-monthly basis. The Second Lease was granted with the consent of the Second Applicant.
  - (d) The Second Lease provided for the payment by the Respondent to the Applicant of rent of £ 698.63 per month payable in advance on the first day of each month. From 1 January 2017 the rent was put up to £723.08 per month under clause 3 of the Lease.

- (e) Following 12 December 2015 the tenancy had become a two-month long short assured tenancy with the ish being the 12<sup>th</sup> day of every other month with the first ish being 12 February 2016.
- (f) On 24 January 2019 the Respondent received a notice from Applicants' letting agents Fineholm Lettings on behalf of the Applicants given under section 33(1) of the Housing (Scotland) Act 1988. The notice was dated 23 January 2019 and complied with the requirements of section 33.
- (g) The Notice to Quit dated 23 January 2019 from Fineholm Lettings addressed to the Respondent is in legally compliant form. It required the Respondent to remove from the Property by 12 April 2019 being an ish of the tenancy. It was also served on the Respondent on 24 January 2019.
- (h) A notice under section 11 of the Homelessness etc (Scotland) Act 2003 had been served on behalf of the Applicants on Glasgow City Council.

#### *Submission*

- 4. The Applicants' representative renewed her request for the Second Applicant to be added as a further applicant in the application. This was on the basis that both Applicants were owners of the Property who had an interest in the tenancy. Notice of the request had been given by the Tribunal to the Respondent by letter dated 3 October 2019 but there had been no response. The Tribunal could see no prejudice to the Respondent in the request and allowed the application to be amended with the introduction of the Second Applicant.
- 5. Mrs Hamilton submitted that the requirements of section 33(1) of the 1988 Act had been satisfied. The notices necessary by virtue of section 33(1) had been served on the Respondent. She requested an order for possession.

#### *Reasons*

- 6. Despite the application being unopposed the Tribunal required to consider the application form, the oral submission of the Applicants' representative and the documentary evidence submitted by her. It found that it was able to make sufficient findings in fact and that to do so was not contrary to the interests of the parties. It was therefore able to decide the case without a hearing.
- 7. The Tribunal was satisfied that evidence had been produced to support the findings in fact set out above. No doubt was cast on that evidence. In those circumstances the Tribunal found that both Leases between the parties had been a short assured tenancies. Furthermore section 33(1) of the 1988 Act had been complied with and that the Tribunal had no discretion but to grant the order sought without continuation to a further hearing. It could see no benefit to be gained from a further hearing which would cause further delay.

*Outcome*

8. The First-tier Tribunal for Scotland (Housing and Property Chamber) orders the Respondent to remove herself from and to give up possession of the Property in favour of the Applicants.

**NOTE: This document is not confidential and will be made available to other First-tier Tribunal for Scotland (Housing and Property Chamber) staff, as well as issued to tribunal members in relation to any future proceedings on unresolved issues.**

  
Legal Member

14 October 2019  
Date