



**Decision 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/18/1566**

**Re: Property at 624 Castlegait, Paisley, PA1 2PT (“the Property”)**

**Parties:**

**Mr Gary Deehan, 1 Arnold Close, Barton-le-Clay, Bedfordshire, MK45 4PD (“the Applicant”)**

**Mr Paul Guthrie, 624 Castlegait, Paisley, PA1 2PT (“the Respondent”)**

**Tribunal Members:**

**Eleanor Mannion (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order be made for the payment of £6,750 representing 15 months’ unpaid rent.**

The Applicant was in attendance at the Case Management Discussion taking place on the 31<sup>st</sup> October 2018. The Respondent was not in attendance and he was not represented. The administration office of the First Tier Tribunal received an email from the Respondent at 14.22 on the 29<sup>th</sup> October 2018 advising that he would not be in attendance due to an ongoing family matter. He set out his position in that email and attached copies of correspondence between himself and the Applicant’s letting agent, Castle Residential from August 2017 to 29<sup>th</sup> October 2018 in relation to the tenancy for consideration.

The Applicant confirmed that he submitted the application himself in June 2018. Castle Residential, the letting agency he engaged managed the tenancy but he proceeded with the application. He confirmed that the Respondent’s tenancy began on 1<sup>st</sup> August 2017 and that he understood that prior to this date, the Respondent shared the tenancy with the former tenant, that they were in a relationship and that when they split up, the Respondent took over the tenancy.

The Applicant advised that the Respondent has failed to make any rental payments from the outset of the tenancy and that although he stated at various points he would make payments, such payments were not forthcoming. The email correspondence from the Respondent alludes to financial and employment difficulties. It also confirms that the Respondent sought advice from the Citizen's Advice Bureau regarding the tenancy and outstanding rent. I asked the Applicant about the email from the Respondent to the letting agent dated 1<sup>st</sup> May 2018 wherein he informed the agent that he could now apply for housing benefit which would be paid directly to the letting agent each month. In this email, the Respondent asked if the letting agent would accept this as it would allow his rent to be paid each month until the end of the lease. He stated in the email that he would then be in a position to make payments towards the rent arrears from other benefit entitlements. This offer was rejected by the letting agent on the Applicant's behalf. The Applicant advised that he was not aware of the offer but that in any event, he did not believe the arrears of payment would be repaid. He pointed to the fact that no payments have been made, that assurances had been made time and time again that the Applicant would receive a rental payment but this was not forthcoming. He stated that as a matter of course, the agency ask if he would accept a tenant in receipt of benefits and had they made him aware he would have said no.

An email from the Respondent to the letting agent on the 29<sup>th</sup> October 2018 confirmed that he remained in the property.

The lease confirms at Clause 3 that the rent is £450 per calendar month, payable monthly in advance. As of today's date, there are 15 months of arrears outstanding amounting to £6,750.

I considered the entire correspondence provided by the Respondent as well as the representations made by the Applicant today. An offer was made on 1<sup>st</sup> May 2018 for the ongoing rent to be paid by housing benefit. This was rejected by the Applicant's agent on 10<sup>th</sup> May 2018. Detail of a repayment plan was not provided. No payment was received as regards the ongoing rental liability or the accrued outstanding rent. Despite being made aware that the Applicant would not accept housing benefit to cover the monthly rental payments, the Respondent remained in the property up to the tenancy end date of 31<sup>st</sup> July 2018 and beyond. I note the content of his email to the First Tier Tribunal administration office on 29<sup>th</sup> October 2018 which states "I fully agree with the reasons why the landlord has raised these proceedings and can only apologise sincerely for the stress, inconvenience and loss of income this situation has caused him". I am satisfied that he was aware that rent continued to accrue and that as a result, the Applicant would suffer a loss of income as a result.

## **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.**

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.

E Mannion

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Legal Member

31-10-18  
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Date