



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 18 of the Housing (Scotland)
Act 1988 (“the Act”)**

Chamber Ref: FTS/HPC/EV/19/1494

**Re: Property at Flat 3, 29 Glenfarg Street, St Georges Cross, Glasgow, G20
7QE (“the Property”)**

Parties:

**Places for People Homes Limited, c/o Touchstone, 2 Crescent Office park,
Clarks way, Bath, BA2 2AF (“the Applicant”)**

**Mr Paskali Kabuche, Flat 3, 29 Glenfarg Street, St Georges Cross, Glasgow,
G20 7QE (“the Respondent”)**

Tribunal Members:

Steven Quither (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for possession be granted under s19 of
the Act**

1. BACKGROUND

By a Tenancy Agreement dated 24 March 2000, the parties agreed that as from that date the Property would be let to the Respondent for £450 per calendar month, payable monthly in advance on the 24th of each month, initially for a period of 6 months.

By virtue of a notice under s32 of the Act, the tenancy was created a Short Assured Tenancy and has continued by tacit relocation till the present.

By application of 16 May 2019, the Applicant sought to bring said tenancy to an end and lodged appropriate application form to do so, along with supporting documentation in the form of Tenancy Agreement, Form AT5, Form AT6, Notice to Quit, s33 Notice, Rent Statement and Notice under s11 of the Homelessness Etc (Scotland) Act 2003, all accompanied, where appropriate, by certificates of executions of service of same, by Sheriff Officers.

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I was able to confirm from said documentation that all necessary procedural steps had been carried out and were in order.

I also had before me Sheriff Officers' Certificate of Service in respect of today's proceedings and was satisfied that all necessary procedural steps had been carried out and were in order to give the Respondent notice of same.

2. CASE MANAGEMENT DISCUSSION

This took place before me on 6 August, when the Applicant was represented by their Agent, Miss Caldwell. Due to associated case FTS/HPC/CV/19/1496 having taken place immediately prior to this case, I was already aware of arrears due in the sum of £3,380 and that this application sought to base termination of the tenancy on those arrears.

In respect of the **Ground 8** element, I was satisfied, based on the up to date rent statement produced at that preceding hearing, that as at service of the AT6 on 16 April 2019 there was a rent balance due of £1685 and that as at today's hearing this had increased to £3380 and, accordingly, I found this ground established.

Similarly, in respect of the **Ground 12** element, I was satisfied, again with reference to said rent statement, that as at the date of commencement of these proceedings on 16 May there was a rent balance due of £2250 and as at the date of service of the AT6, as I have already referred to, there was a rent balance due of £1685. Accordingly, I found this ground established also.

In respect of the **Ground 11** element, however, I was not satisfied that the Respondent had persistently delayed to pay his rent. From said rent statement his record of payment of rent had been fairly diligent for the period covered by same and, indeed, on several occasions his balance had been in credit. The period from 1 February to date giving rise to the rent arrears which had accrued indicated a cessation of payment of rent rather than a persistent delay ie he had just stopped paying altogether, rather than been late paying. This being so, I did not find this ground established, but it is somewhat academic anyway, given that I found the other 2 grounds to be made out, entitling the Applicant to the remedy sought.

3. FINDINGS IN FACT

Based on the documentation produced and representations made in support of it, I found that the parties entered into a Tenancy Agreement whereby the Respondent rented the Property from the Applicant for an initial period of 6 months, commencing 24 March 2000 and for a rent of £450 per calendar month, payable in advance and that the Respondent had now accrued rent arrears in respect of said tenancy such as to entitle the Applicant to bring same to an end, which I was satisfied I could proceed to do for the reasons narrated in the preceding paragraph.

4. REASONS FOR DECISION

I found Grounds 8 and 12 of the basis for the application to be established.

5. DECISION

To grant the order for repossession sought by the Applicant.

Right of Appeal

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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.

Steven Quither

SR QUITHER

6 AUGUST 2019

Legal Member/Chair

Date