

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/EV/18/1307**

**Re: Property at 0/2 170 Whitehill Street, Dennistoun, Glasgow, G31 2LU (“the Property”)**

**Parties:**

**Mr John Connor, 10 Gardenside Grove, Carmyle, Glasgow, G32 8EZ (“the Applicant”)**

**Mr George Eweka, 0/2 170 Whitehill Street, Dennistoun, Glasgow, G31 2LU (“the Respondent”)**

**Tribunal Members:**

**Colin Dunipace (Legal Member) and David Fotheringham (Ordinary Member)**

**Decision in absence of the Respondent**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for Eviction should be granted.**

**This Application called before the Tribunal as a Hearing on 2 November 2018. At this Hearing the Applicant was present and represented by Mr Collier. The Respondent was neither present nor represented. Having considered the question of service the Tribunal was satisfied that proper intimation had been made upon the Respondent and directed that the Hearing should proceed in his absence.**

**By way of background the Tribunal noted that this Application related to a tenancy agreement entered into between the parties on 21 February 2018. The terms of this lease had required that the Respondent pay a Deposit of £400 and that rent was due in the sum of £475 per month. The Application had initially been brought by the Applicant in terms of the Private Housing (Tenancies) (Scotland) Act 2016 Schedule 3 paragraphs 10 and 11, namely in respect that the respondent was not occupying the property and that he was in breach of his tenancy agreement by not paying the agreed deposit. In support**

of the Application the Applicant had submitted a copy of the lease; a copy Section 11 Form; a copy Notice to Quit, together with copies of text messages.

At a previous Hearing on 26 September 2018 the Grounds were amended to include the additional ground in terms of paragraph 12 of Schedule to the above Act that the respondent was in arrears of rent for a period in excess of three months.

At the Hearing on 2 November 2018 the Applicant's representative sought an Order for eviction on all three of the foregoing grounds. The Applicant stated in relation to paragraph 10 that having visited the property on a number of occasions that the Respondent had never been present and that other persons appeared to be residing therein.

In support of paragraph 11 the Applicant submitted that the Respondent had breached the terms of his tenancy by not paying the agreed deposit of £400, only £100 having been paid, and also by refusing to allow access to an agreed contractor for the purposes of a safety check.

In support of paragraph 12 the Applicant lodged a bank statement showing that two payments of rent has been made in agreed sum and that the only other sums paid in respect of the property had been in the sum of £1 and £10. The Respondent was therefore more than three months in arrears of rent.

The Tribunal found in fact the following:

- A tenancy agreement had been entered into between the parties dated 21 February 2018
- The agreed rental payment in respect of the property was in the sum of £475 per month payable in advance on the 21<sup>st</sup> of each month
- The agreed deposit due in respect of the property was in the sum of £400
- The Respondent initially paid a sum in respect of rent in the sum of £475 on 20 February 2018. A payment of £1 was made on 19 February 2018. A further rental payment in the sum of £475 was made on 21 March 2018. Finally a payment in the sum of £10 was made by the Respondent on 27 July 2018
- The Respondent was in arrears of rent for a period in excess of three months

Having considered the evidence in detail the Tribunal was not satisfied that the Applicant had established the grounds as specified in relation to paragraphs 10 and 11 of his Application, given a lack of supporting evidence, but was satisfied that paragraph 12 in respect of the unpaid rent had been established by the Applicant. The Tribunal decided therefore that the Order for Eviction as sought was justified in the circumstances.

The Tribunal directed that an Order for eviction in terms of section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016 should be granted.

## 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.

C Dunipace

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Legal Member/Chair

2/11/16  
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Date