



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/PR/23/3351

Re: Property at 33 Market Square, Coldstream, TD12 4BH (“the Property”)

Parties:

Miss Caroline Gilroy, No 5 Carham Cottages, Cornhill on Tweed, TD12 4RW (“the Applicant”)

Mr Christopher Paul Edwin Hanson, 38 Market Square, Coldstream, TD12 4BH (“the Respondent”)

Tribunal Members:

George Clark (Legal Member) and Greig Adams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing. The Tribunal did not uphold the application.

Background

1. By application dated 18 September 2023. The Applicant sought an Order for Payment against the Respondent.
2. The Applicant stated that, in addition to her monthly rent of £650, the Respondent had required her to reimburse the cost of the property insurance. She sought a refund of the sum of £214.04, being the amount she had paid by monthly instalments and the balance of £14.04 that remained unpaid.
3. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Parties commencing on 13 October 2022 at a rent of £650 per month. Clause 15 of the Tenancy Agreement stated that the landlord was responsible for paying premiums for any insurance of the building and contents, but that the tenant would repay the landlord the amount of the annual premium.

4. The Applicant contended that, had she been given a copy of the “Easy Read Notes” published by the Scottish Government, she would have challenged Clause 15 of the Tenancy Agreement.
5. On 28 November 2023, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 19 December 2023. The Respondent did not make any written representations to the Tribunal.

Case Management Discussion

6. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 3 June 2024. Both parties were present.
7. The Applicant confirmed that her complaint was about having to pay the cost of insurance on top of the rent. At the time of signing the Tenancy Agreement she had been living in England and was not given the Easy Read Notes.
8. The Respondent told the Tribunal that he accepted he had a duty to insure the Property and its contents, as the Tenant would be unable to do so, but that he was entitled in terms of the Tenancy Agreement, to obtain from the Respondent reimbursement of the premium.

Reasons for Decision

9. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to decide the application without a Hearing.
10. The Tribunal noted the view of the Applicant that she should have been provided with a copy of the Easy Read Notes published by the Scottish Government. These only apply, however, where a landlord has used the Scottish Government Model Tenancy Agreement. The Respondent had not, in the present case, used the Model Tenancy Agreement, so was not obliged to give the Applicant a copy of the Easy Read Notes.
11. The view of the Tribunal was that, whilst it is unusual to find a clause in a tenancy agreement requiring the tenant to reimburse the landlord the cost of property insurance, the Applicant had entered into and signed a contract which contained such a Clause and she was, therefore, bound by it. The application must, therefore, be refused.

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.Clark

Legal Member/Chair

3 June 2024

Date