



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 1988**

**Chamber Ref: FTS/HPC/CV/23/4652**

**Re: Property at Flat 2/1, 4 Jenny lind Court, Glasgow, G46 8QH (“the Property”)**

**Parties:**

**Mr Eric Kinnear, 27 Drummond Way, Glasgow, G77 8XW (“the Applicant”)**

**Mrs Madiha Mohammed, Flat 2/1, 4 Jenny lind Court, Glasgow, G46 8QH (“the Respondent”)**

**Tribunal Members:**

**Shirley Evans (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondent in favour of the Applicant in the sum of FIVE THOUSAND NINE HUNDRED AND FIFTY POUND (£5950) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.**

**Background**

1. This is an action for recovery of rent arrears raised in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of a tenancy agreement and AT5 dated 16 December 2013 between the Applicant, the Respondent and Hafiz Naeem and a rent statement.

3. On 28 June 2024, the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 6 August 2024. The Respondent required to lodge written submissions by 19 July 2024. This paperwork was served on the Respondent by Andrew McLean, Sheriff Officer, Glasgow on 1 July 2024 and the Execution of Service was received by the Tribunal administration.

### **Case Management Discussion**

4. The Tribunal proceeded with the CMD on 6 August 2024 by way of teleconference. The Applicant appeared and represented himself. There was no appearance by or on behalf of the Respondent despite the teleconference starting 5 minutes late. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in her absence.
5. The Tribunal had before it the tenancy agreement and AT5 dated 16 December 2013 between the Applicant, the Respondent and Hafiz Naeem and a rent statement. The Tribunal considered the terms of these documents.
6. Mr Kinnear explained that the Respondent had been his tenant for a number of years. The first issue with arrears arose in March 2020 when the Respondent asked to change the payments. Her husband was a taxi driver, and they wanted some assistance through the pandemic. He advised that the Respondent and her husband had since separated, and he believed her husband no longer lived in the Property. The Respondent started to pay more than the rent and then payments stopped. His letting agent had tried to get direct payments from Universal Credit but with no success. The last payment was of in August 2023.
7. The Tribunal adjourned for the Applicant to check the current arrears and whether there had been any payments to account, noting that the rent statement lodged with the Tribunal showed the last payment to account was of £625 on 17 April 2023 and that arrears were £5950 to 18 December 2023.
8. After the short adjournment, Mr Kinnear advised he had checked with his letting agent who had advised arrears had increased to £9975. With reference to the rent statement lodged he advised that in 2018 the

Respondent was short on rent payments of £1150 in 2018 and £1650 in 2020, had overpaid by £600 in 2021 and by £675 in 2023. In 2023 she had incurred arrears of £4400. In 2024 she has incurred a further £4025 of arrears.

### **Findings in Fact**

9. The Applicant, Respondent and Hafiz Naeem, the Respondent's husband entered into a Short Assured Tenancy Agreement dated 16 December 2013 in relation to the Property. In terms of Clause 3 of the tenancy agreement the Respondent and Hafiz Naeem agreed to pay the Applicant a calendar monthly rent of £525. The rent increased to £575 in October 2016 and remains at £575 per month.
10. The Respondent and Hafiz Naeem have separated.
11. The Respondent has fallen into arrears of rent. Current arrears are £9975. Arrears to the date of the application were £5950.

### **Reasons for Decision**

12. The Tribunal considered the issues set out in the application together with the documents lodged in support and the submissions of made by Mr Kinnear.
13. The Tribunal noted terms of the tenancy agreement and the rent statement lodged which set out how the arrears had arisen and showed the total arrears to £5950 to 15 December 2023. The Tribunal were not however prepared to grant an order for arrears of £9975 as no amendment of the sum for arrears had been intimated on the Respondent. The Applicant produced evidence of persistent non- payment of rent. The Respondent had not disputed the application. The Tribunal was satisfied on the basis of the documents lodged, together with Mr Kinnear's submissions that the order for payment in favour of the Applicant be granted for the sum of £5950.

### **Decision**

14. The Tribunal granted an order for payment of £5950.

### **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.**

Shirley Evans

**6 August 2024**

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**Legal Chair**

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**Date**