



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/0757**

**Re: Property at Flat 2/1, 67 Onslow Road, Clydebank, G81 2PN (“the Property”)**

**Parties:**

**Palestrina Properties Ltd, 15 Richmond Drive, Cambuslang, Glasgow, G72 8BH (“the Applicant”)**

**Ms Gayle Doran, Miss Hanna Higgins, Mr Jordan Higgins, Flat 2/1, 67 Onslow Road, Clydebank, G81 2PN (“the Respondents”)**

**Tribunal Members:**

**Valerie Bremner (Legal Member) and Gordon Laurie (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of Six Thousand Seven Hundred and Thirty Six Pounds and Forty One Pence Only (£6736.41) be granted in favour of the Applicant and against the Respondents**

**Background**

1. This application for a payment order in terms of Rule 111 of the Tribunal Rules of procedure was first lodged with the Tribunal on 14<sup>th</sup> February 2024 along with a related application for an eviction order with reference FTS.HPC.EV.24.0748. This application was accepted by the Tribunal on 12<sup>th</sup> March 2024. A case management discussion was fixed for both applications on 16<sup>th</sup> August 2024 at 10am.

**The Case Management Discussion**

2. The case management discussion was attended by Mr Noel and Mrs Johnson joint owners of the property and co-directors of the Applicant company landlord. There was no appearance by or on behalf the Respondents. The Tribunal had sight of an

execution of service of the applications, supporting papers and the date of the case management discussion which had been served on the Respondents by sheriff officers putting these through the letterbox at the property on 15<sup>th</sup> July 2024, having established that they still resided at the property. The Tribunal was satisfied that fair notice had been given to the Respondents of the applications and the date of the case management discussion and that it was appropriate to proceed in their absence.

3.The Tribunal had sight of the Application, the tenancy agreement, emails from Mr Noel to the tenants in relation to outstanding rent signposting them to sources of advice and assistance, a rent statement, and a further rent statement updated to July 2024.

4.Mr Noel was seeking a payment order in relation to rent arrears accrued during a tenancy at the property. The landlord company had entered into a tenancy agreement with the three tenants, Ms Doran and her two adult children with effect from 1<sup>st</sup> March 2021 with rent payable four weekly in advance of £500.Mr Noel advised the Tribunal that he had not known the tenants directly when the flat was first rented out to them but he had known the sister of Ms Doran. She had lived opposite the property and had spoken to him when he was renovating the property. He was also aware that the person who carried out gas certification for him was seeing Ms Doran's daughter. He was also aware that her son, the third tenant was doing an apprenticeship.

5.Mr Noel advised that there had been issues with the rent from the start of the tenancy and at first, he had believed that there had been an issue in transferring universal credit from the council to the tenant but this turned out not to be the case and Mr Noel understood that universal credit had stopped paying the full rent, perhaps because Ms Doran was working. He had tried to keep in touch with the tenants and at one stage there was a payment plan in place to pay off £100 per month around August 2023 but this was not successful. Mr Noel was of the view that once the arrears reached a certain point Ms Doran had considered that it was pointless trying to pay off the arrears. When the Notice Leave was served in September 2023 the rent arrears had reached £4236.41, in excess of 6 months' rent.

6.Only one rent payment had been made since August 2023 and no universal credit payments had been received towards payment of the rent since June 2023. The rent arrears as at the date of the case management discussion had reached £10236.41 which in terms of the rent due per month ( £541.66 per month) amounted to rent arrears of over 18 months' rent. The last contact Mr Noel had had with Ms Doran was at the start of June 2024, Throughout the tenancy, in 2021, 2022 and 2023 he had emailed her regarding the rent arrears signposting her to sources of support and assistance.

7.Mr Noel was of the view that the Respondents may no longer be living at the property. He had tried to make contact with the Respondents and had spoken the neighbours who said that they had not seen Ms Doran since May of 2024.He had gone to the property to try to speak to them regarding the arrears and had seen through the letterbox that there were belongings everywhere and a glass panel in the front door was smashed and had been covered by plywood. Mr Noel had received no contact to say that they had moved out at all and had not received the keys back. He was aware that the last top up for the gas and electricity had been on 13<sup>th</sup> May 2024.

8.The application made by the Applicants requested rent arrears accrued up to and including 8<sup>th</sup> February 2024 which amounted to £6736.41.Mr Noel indicated that he wished a payment order for the full amount of the rent arrears which had reached £10236.41 by 16<sup>th</sup> August 2024.The request to increase the sum being requested had not been intimated to the Tribunal or to the Respondents 14 days before the case management discussion as required by the Tribunal rules of procedure and the Tribunal Legal Member explained that notice had not been given as required and the request to increase the sum requested could not be granted.

9.The Tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

### **Findings in Fact**

10.The parties entered in to a private residential tenancy at the property with effect from 1<sup>st</sup> March 2021.

11.The rent was payable four weekly in advance at the rate of £500 which is the equivalent of rent payments of £541.66 per month.

12.The rent was initially paid by universal credit in full but this stopped and only partial payment of rent was made by universal credit.

13.As of 8<sup>th</sup> February 2024,rent arrears had reached the sum of £6736.41.

14.Only one payment of rent has been made since August 2023 and no universal credit payments have been made towards rent payments since June 2023.

15.A director of the Applicant company has attempted to keep in contact with the tenants by email regarding the rent arrears and in 2021, 2022 and 2023 sent pre action protocol emails to the first named tenant signposting her to sources of support if she was in financial difficulty.

16.Attempts were made to agree a payment plan for the rent arrears in August 2023 but this was not successful.

17.There is no information to suggest that the rent arrears have accrued as a result of any delay or failure in relation to payment of a relevant benefit.

18.The sum of £6736.41 is lawfully due by the Respondents to the Applicants in respect of rent arrears accrued during the tenancy up to 8<sup>th</sup> February 2024.

### **Reasons for Decision**

19. The Tribunal was satisfied that it was appropriate to grant a payment order in this application as the rent arrears have accrued over some time and there appears to be no prospect of these paid by the Respondents without an order given that previous attempts to seek to agree payment plans have been unsuccessful and only one payment of rent has been made over the last 12 months of the tenancy.

### **Decision**

The Tribunal granted a payment order in the sum of Six Thousand Seven Hundred and Thirty Six Pounds and Forty One Pence Only (£6736.41) in favour of the Applicant and against the Respondents.

### **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.**

Valerie Bremner

16/8/24

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Legal Member/Chair

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Date