



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/24/1487

Re: Property at 55G Chapel Street, Airdrie, ML6 6LE (“the Property”)

Parties:

Javerick Group Ltd, Company, 143 Station Road, Hampton, Middlesex, TW12 2AL (“the Applicant”)

Miss Emma Fraser, Mr Liam McGowan, 55G Chapel Street, Airdrie, ML6 6LE (“the Respondent”)

Tribunal Members:

Valerie Bremner (Legal 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 Two Hundred and Fifteen Pounds only (£6215.00) only 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 2nd April 2024 and accepted by the Tribunal on 24th August 2024.A case management discussion was fixed for 14th February 2025 at 2pm.

Case Management Discussion

2.The Applicant company was represented at the case management discussion by Ms Weston of Corbett and Shields, a letting and property management firm. The Respondents did not attend the case management discussion and were not represented. The Tribunal Legal Member noted that the application, supporting

papers and the date of the case management discussion had been served on the Respondents on 13th December 2024 by Sheriff officers leaving the paperwork for both Respondents in the hands of the Respondent Emma Fraser personally. The Tribunal legal member was satisfied that the Respondents had received fair notice of the case management discussion and that it was appropriate to proceed in their absence.

3.The Tribunal had sight of the application, a tenancy agreement and a number of rent arrears statements.

4.Ms Weston advised the Tribunal that the parties had entered into a tenancy agreement at the property on 3rd February 2022 with monthly rent payable of £550 per month which had been increased to £600 per month in July 2024, appropriate notice having been given of the increase. Ms Weston advised that when her firm took over the management of the tenancy in 2023, rent arrears had already accrued in the sum of £4100.The Respondents had financial issues and the rent arrears continued to accrue from March to May of 2023 then for a few months the sum of £495 per month was received which was understood to be coming from Universal Credit paid directly to the Respondent Emma Fraser. In June 2023 this sum from the Respondent Emma Fraser's benefits was paid directly to the landlord. The Respondents were due to pay £55 per month over and above the universal credit to meet the monthly rent and sporadic payments of this sum were received for some months later in 2023.In 2024 rent payments were made in full for April,with additional payments in May 2024.Universal credit payments were received from June to December 2024 in the sum of £550 per month rising to £600 in December 2024 and only £5 towards the arrears was received in January and February 2025 with no other payments being made for these two months. In September and November 2024 additional payments of £55 were paid towards the arrears. Ms Weston was of the view that the Respondent had withdrawn her permission late in 2024 for universal credit payments to be made direct to the landlord. Ms Weston advised that the rent arrears had reached £7795 as at the date of the case management discussion but she was seeking meantime the sum of £6215, the sum outstanding as at July 2024.

5.Ms Weston advised the Tribunal that the Respondents were still living at the property. No rent had been paid for January and February 2025 and the Respondent Miss Fraser had advised Ms Weston that she was now withholding rent as an electrical fan was required to be installed in the bathroom at the property which has no window. Ms Weston said that this work had been outstanding for a long time as the electrician consulted on behalf the landlord had never given a quote and another electrician had as she put it "messed them around". She advised that the Respondents had never formally told the landlord's agents that they were withholding rent. In the week of the case management discussion Ms Weston indicated that they had asked the Respondents for proof that the rent was being kept aside pending the installation of the fan, but they had not received any such proof. Ms Weston indicated that the installation of the fan was to be carried out but had been outstanding for more than 6 months.

6.Ms Weston advised there had been many conversations regarding the rent arrears and that payment plans had been attempted with the Respondents for the rent arrears without success as payments due in terms of these plans were not paid after a short

time. Each week Ms Weston advised that the Respondents received an automated email advising them of the total amount of the rent arrears. She said that the Respondent Miss Fraser would go without contact for months and then get in touch. It was understood that the Respondents lived at the property with three children and that one child was a baby who had been unwell.

Findings in Fact

7.The parties entered into a tenancy agreement at the property with effect from 3rd February 2022.

8.The monthly rent payable in terms of the tenancy agreement was £550 which increased to £600 in July 2024.

9.The Respondents had financial issues and rent arrears started to accrue in 2022 and when the agents acting for the landlord took over management in 2023 rent arrears had accrued in the sum of £4100.

10.In 2023 and 2024 payments towards the rent were received from universal credit but this did not cover the whole rent until June 2024.

11.As of 4th July 2024, the total rent arrears accrued by the Respondents in terms of the tenancy agreement is £6215.

12.Payments from universal credit were made towards the rent during the tenancy and the arrears have not accrued due to any delay or failure in the payment of benefit to the Respondents.

13.No rent has been received for January and February 2025 and the Respondents have advised they are withholding rent until a fan is installed in the bathroom at the property, work which has been outstanding for a number of months.

14.The landlord's agents have asked for proof that the rent is being withheld but have not received this.

15.A number of payment plans in relation to the rent arrears have been attempted during the tenancy without success and each week the total rent arrears figure is sent to the Respondents on behalf of the landlord.

16.As of 4th July 2024 the sum of £6215 is lawfully due by the Respondents to the Applicant in relation to outstanding rent due in terms of the tenancy agreement for the property for the period up to and including July 2024.

Reasons for Decision

Rent arrears have accrued over most of the tenancy and all attempts to deal with these have not been successful. The Applicants seek at this stage the outstanding rent due up to July 2024. More recently the Respondents indicated they are withholding rent

pending work being done but they have not give proof to the landlord's agents that the rent is being put aside and the period for which the order is granted at this time does not include the period for which the Respondents state they are withholding rent. In all of the circumstances it is reasonable to grant the order being requested.

Decision

The Tribunal granted a payment order in the sum of Six Thousand Two Hundred and Fifteen Pounds only (£6215.00) only be granted 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

Legal Member/Chair

Date: 14 February 2025