

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 33 of the Housing (Scotland) Act 1988

Chamber Ref: FTS/HPC/EV/19/0116

Re: Property at 132 Slateford Road, Edinburgh, EH14 1LR (“the Property”)

Parties:

Mr Khalid Mohammed, 86 Buckstone Road, Edinburgh, EH10 6UT (“the Applicant”)

Mrs Susan Douglas, 132 Slateford Road, Edinburgh, EH14 1LR (“the Respondent”)

Tribunal Members:

Neil Kinnear (Legal Member) and Helen Barclay (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

This is an application dated 11th January 2019 brought in terms of Rule 66 (Application for order for possession upon termination of a short assured tenancy) of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended.

The Applicant provided with his application copies of the short assured tenancy agreement, form AT5, Notice to Quit, Section 33 notice, and Section 11 notice.

All of these documents and forms had been correctly and validly prepared in terms of the provisions of the *Housing (Scotland) Act 1988*, and the procedures set out in that Act had been correctly followed and applied.

A Case Management Discussion was held on 9th April 2019, at which the Applicant's solicitor, Ms Ridley, appeared on his behalf. The Respondent did not appear, but was represented by her partner, Mr Paul Steven.

The legal member after that hearing produced a comprehensive, thorough and detailed note of the discussion, and the Tribunal will not repeat the details from that in this decision.

Suffice is to say that the parties after discussion confirmed that the only issue in dispute was whether the Respondent's signature on the lease relied upon in this application of 1st May 2008 was a forgery or not.

The Respondent alleged that she did not sign that lease, and was occupying the Property in terms of an earlier lease of 2001.

The Applicant's position was that there had been an earlier lease of the Property between him and the Respondent, but that a fresh agreement had been executed on 1st May 2008, which was the one that he relied upon in this application.

The Respondent confirmed that she otherwise did not take issue with any other matters in this application, and a Hearing was set solely for the purpose of taking evidence on the Respondent's allegation that the 2008 signature on the lease relied upon by the Applicant was a forgery.

The legal member drew the parties' attention to the requirements regarding the lodging of documents and witness lists in terms of Rule 22 of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended, and indicated to the Respondent that she should lodge a copy of the 2001 lease she relied upon, and should give or lead evidence to support her contention that the signature on the 2008 lease is a forgery.

The Hearing

A Hearing was held on 28th May 2019 at George House, 126 George Street, Edinburgh. The Applicant appeared, and was again represented by Ms Ridley. Neither the Respondent, nor her representative, Mr Steven, appeared.

Since the Case Management Discussion, the Tribunal has received no communications from the Respondent nor from her representative. No documents have been lodged, the 2001 lease has not been produced, no list of witnesses has been provided, nor has any evidence been produced to support the Respondent's contention that the signature on the 2008 lease is a forgery.

The Applicant had produced certain further documents and advised that he would give evidence at the Hearing by e-mail to the Tribunal dated 30th April 2019.

In the absence of anyone appearing on behalf of the Respondent, and of any evidence to support the Respondent's contention that the signature on the 2008 lease is a forgery, the Tribunal concluded that it required to hear no evidence from the Applicant and could proceed by way of submissions from Ms Ridley.

Ms Ridley invited the Tribunal with reference to the application and papers to grant the order sought. She noted that it was agreed by the Respondent at the Case Management Discussion that the only issue she disputed was whether she had signed the lease of 1st May 2008, and that accordingly in the absence of the Respondent's attendance today or production of any evidence to support that contention the Tribunal could be satisfied that an order should be granted.

Statement of Reasons

In terms of Section 33 of the *Housing (Scotland) Act 1988*, the Tribunal shall make an order for possession of the house let on the tenancy if:

- (a) the short assured tenancy has reached its end;
- (b) tacit relocation is not operating; and
- (d) the landlord has given to the tenant notice stating that he requires possession of the house.

All of the above criteria have been satisfied in this application, and accordingly the Tribunal shall make an order for possession.

Decision

In these circumstances, the Tribunal will make an order for possession of the house let on the tenancy as sought in this application.

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.

Mr Neil Kinnear

Legal Member/Chair

28/05/19

Date