



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 18 of the Housing (Scotland) Act 1988

Chamber Ref: FTS/HPC/EV/19/0668

Re: Property at 55A Lochbrae Drive, Rutherglen, G73 5QL (“the Property”)

Parties:

Mr James Donald, Flat 2/1, 9 Western Avenue, Rutherglen, G73 1JQ (“the Applicant”)

Mr Colin Shannon, 55A Lochbrae Drive, Rutherglen, G73 5QL (“the Respondent”)

Tribunal Members:

Alison Kelly (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the order for eviction should be granted.

Background

On 1st March 2019 the Applicant’s solicitor lodged an application under Rule 66 of The First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedures 2017 (“the Rules”) seeking eviction of the Respondent from the Property.

Lodged with the Application were:

1. Copy Tenancy Agreement dated 5th and 9th January 2018
2. Copy AT6 dated 12th December 2018
3. Sheriff Officer’s Certificate of Service dated 14th December 2018
4. Copy Section 11 Notice

Case Management Discussion (“CMD”)

The Applicant was represented by John Grant of Wright, Johnston and McKenzie, Solicitors. The Respondent did not appear and was not represented.

The Chairperson introduced herself, and explained the purposes of a CMD in terms of Rule 17. She invited Mr Grant to address her on what he was seeking, and why.

Mr Grant sought the order for eviction of the Respondent from the Property. He was seeking this on Ground 8 of Schedule 5 of the Housing (Scotland) Act 1988. He produced a rent statement. He said that at the time the AT6 was served, 12th December 2018, the rent arrears stood at £1435. This was more than three months' rent. At the time the application was lodged, 1st March 2019, the arrears stood at £1909, and as at today's date they were £2107.75. He submitted that Ground 8 had been satisfied.

The Chairperson advised that Ground 8 is mandatory so long as she is satisfied that the arrears have not resulted from a delay in the payment of Housing Benefit. Mr Grant said that he did not have any information regarding an application for Housing Benefit, but he was aware that the letting agency and the Respondent had previously entered in to a payment arrangement, which the Respondent had broken. Given that there was no appearance by the Respondent to offer a different position, the Chairperson was satisfied regarding that point.

Findings In Fact

1. The parties entered in to a tenancy agreement in relation to the Property.
2. The rental payment was £375 per month.
3. An AT6 had been properly served on the Respondent.
4. This Application had been properly served on the Respondent.
5. At the time the AT6 was served, 12th December 2018, the rent arrears stood at £1435. This was more than three months' rent.
6. At the time the application was lodged, 1st March 2019, the arrears stood at £1909.
7. At today's date they were £2107.75
8. The lack of payment was not because of a delay in the payment of Housing Benefit.

Reasons For Decision

The legal test in relation to Ground 8 has been met.

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.

Alison J Kelly

Legal Member/Chair



Date

29/4/19