



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2016**

Chamber Ref: FTS/HPC/CV/19/0897

Re: Property at 14 Montrave Avenue, Cupar, Fife, KY15 5DN (“the Property”)

Parties:

Mr James Honeyman, 28 Meadowside Road, Cupar, Fife, KY15 5DD (“the Applicant”)

Mr Robert Bruce, Ms Leanne Graham, 29 Queen Street, Freuchie, Fife, KY15 7HP; C/O 134 Upper Dalgairn, Cupar, Fife, KY15 4JQ (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent(s) for payment of the undernoted sum to the Applicant(s):

Sum of TWO THOUSAND FOUR HUNDRED POUNDS (£2,400) STERLING

- Background
- 1. An application dated 19 March 2019 was submitted to the Tribunal under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondents in relation to rent arrears accrued under a short assured tenancy agreement.
- The Case Management Discussion

3. The Applicant moved for the order for payment to be granted. He advised that since the lodging of the application the arrears had increased to £3,600 with no further money having been paid. The parties had entered into a Short Assured Tenancy Agreement which terminated on or around 20 May 2019. The Applicant sought an order be granted in the increased sum of £3,600, however no application under section 14A of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Regulations") had been made.
4. Ms Graham advised that she has happy to pay the rent arrears, but the property had not been maintained. She submitted that there were issues with missing smoke alarms, and insecure doors. She submitted that the property shouldn't have been let out in that condition. Upon questioning, she confirmed that she had not sought legal advice on the matter, nor had she made a repairing standard application to the Tribunal in this regard. She submitted that she had gone through a hard time following the breakdown of her relationship with Mr Bruce and had lost her job. She had thereafter struggled to pay the rent. She confirmed she wished to pay the moneys due but could not make any proposals for repayment at this time. When asked, Ms Graham could not confirm whether or not she had paid any rent after the date the Application was raised as she could not remember and therefore could not agree that the sum of £3,600 was due. She removed from the property on or around 20 May 2019.
5. Mr Bruce submitted that he had moved out of the property at the end of October. He did not submit any notice of termination formally in writing, but had a verbal conversation with the Applicant at the time. Rent had been paid in full and on time when he had been living in the property. The arrears accrued after he left. He confirmed that he had not returned the keys to the landlord at the time he left.
6. The Applicant confirmed that he had been notified verbally by Mr Bruce that he had removed from the property at the start of November. However, nothing was received in writing from Mr Bruce in this regard until after this Application had been served on him. The tenancy agreement was a joint and several agreement between the Respondents and Mr Bruce continued to remain liable for the ongoing rent for so long as the agreement continued.

- Findings in Fact

7. The Tribunal made the following findings in fact:
 - (a) The parties entered into a Short Assured Tenancy Agreement ("the Agreement") which commenced 1 November 2013;
 - (b) In terms of Clause 4.1 of the Agreement, the Respondents were jointly and severally obliged to pay a monthly rent of £600 to the Applicant;
 - (c) The Respondents had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £2,400 as at the date of the Application.

(d) The tenancy agreement terminated on or around 20 May 2019.

- Reasons for Decision

8. The Tribunal was satisfied that the Applicant was entitled to the sum as sought in the Application. The Tribunal refused the Applicant's claim for an increased sum of £3,600. No application had been made in terms of section 14A of the Regulations and there was no agreement between all parties that said increased sum fell due. The Tribunal was satisfied that the tenancy agreement continued in its contractual terms until terminated on or around 20 May 2019, with the Respondent continuing to be jointly and severally liable for payment of the rent up to the termination date. No written termination was submitted by Mr Bruce and notwithstanding that, one joint tenant alone cannot terminate a joint tenancy.

9. Accordingly, the Applicant was entitled to the Order for Payment as sought.

- Decision

10. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent(s) for payment of the undernoted sum to the Applicant(s):

Sum of TWO THOUSAND FOUR HUNDRED POUNDS (£2,400) STERLING

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.



Legal Member/Chair

14/2/19

Date