



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

**Chamber Ref: FTS/HPC/CV/21/0046**

**Re: Property at 30 Orchard Road, Aberdeen, AB24 3DP (“the Property”)**

**Parties:**

**Mrs Wendy Spiers, 29 Brockwood Crescent, Blackburn, Aberdeenshire, AB21 0JZ (“the Applicant”)**

**Miss Caroline Jackson, Ms Susan Chapple, UNKNOWN, UNKNOWN; formerly 30 Orchard Road, Aberdeen, AB24 3DP (“the Respondents”)**

**Tribunal Member:**

**Susan Christie (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that determined that an Order against the Respondents, jointly and severally for payment in favour of the Applicant in the sum of £2,216.90 be made.**

**Background**

1. The application was made on 7 January 2021.
2. The Notice of Acceptance is dated 20 January 2021.
3. The application type is stated as being made under Paragraph 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”) and requests an Order for Payment.
4. Service was made on the Respondent Caroline Jackson by way of advertisement.
5. Written representations were submitted by the Respondent Susan Chapple’s Representative on 4 February 2021.
6. On 12 March 2021, the Applicant submitted a request to include an up to date rent Schedule and this was crossed over to the Respondent Susan Chapple’s Representative.

## **The Case Management Discussion (CMD) – 7 April 2021**

7. The Applicant participated along with the Respondent Susan Chapple's Representative, Ms Browning.
8. The Respondent Caroline Jackson did not participate. I was provided with a Certificate of Service by Advertisement which I was satisfied with. I proceeded in the Respondent Caroline Jackson's absence.
9. The Private Residential Tenancy signed on 10 March 2020 provided for rent to be paid by the Respondents in the sum of £800 per month in advance. The start date for the tenancy is 30 March 2020.
10. I was advised in the written response for Susan Chapple that Caroline Jackson had abruptly left around 4 December 2020 without any warning and she had left unpaid debts, including the debt due in this application. As a result, the Respondent had sought advice from the local authority and benefit payments and Discretionary Housing Payments had been applied for. Ms Browning is a Housing Advice Officer and had been assisting Ms Chapple with this. This had resulted in payments being made towards the arrears totalling £2,583.10. This reduced the initial balance claimed to £1,416.90.
11. The amount sought today by the Applicant is £2,216.90 which considers the payments made but also includes the additional unpaid rent instalments due for February and March 2021 totalling £1,600.
12. I was told today that the Respondent Susan Chapple had arranged to return the keys to the Property to the Applicant yesterday.
13. A Notice to Leave had been served on the Respondent on 5 January 2021, indicating that proceedings would be raised no earlier than 8 July 2021 and it relied on the rent arrears as the reason for it being served.
14. No issue was taken with the information contained the updated rent Schedule and the rent arrears figure is agreed.
15. The Respondent Susan Chapple's Representative in the written response had suggested that a Time to Pay Application was to be made. However, Susan Chapple no longer intended to make such an application. It was anticipated that further payments might be forthcoming by way of a Discretionary Housing payment and after a benefit adjustment to reduce the balance further.
16. The Respondent Susan Chapple did not wish her new address to appear on the paperwork.

## **Findings in Fact**

- I. The Applicant entered a Private Residential Tenancy with the Respondents over the Property on 10 March 2020, with a start date of 30 March 2020.
- II. The rent was due to be to be paid in the sum of £800 per month in advance.
- III. The Respondents are jointly and severally responsible for any unpaid rent due, as specified in Part 61 of the tenancy agreement.
- IV. The Private Residential Tenancy has not yet been formally terminated by the Respondents giving written notice to the landlord.
- V. The unpaid rent due today (including the 1 March 2021 rent) is £2,216.90.

VI. The Application for a payment Order in favour of the Applicant from the Respondents jointly and severally for £2,216.90 is granted.

### **Reasons for Decision & Decision**

I was satisfied that a decision could be made today on the undisputed facts as there was enough material before me to do so. Caroline Jackson's whereabouts remained unknown to the Applicant and the co-Respondent.

Susan Chapple no longer intended to make a Time to Pay Application.

Whilst the Respondent may have thought the tenancy to be at an end when the keys had been returned, it appeared that written notice to terminate had not yet been given by the Respondents. Having regard to the terms of section 50 of the Private Housing (Tenancies) (Scotland) Act 2016 the end date of the tenancy following upon service of a Notice to Leave is *the later* of the date specified in the Notice, or the date on which the tenant leaves the Property. The tenancy is not yet at an end.

The Respondent Susan Chapple did not wish her new address to appear on the paperwork. I considered the FTT for Scotland Housing and Property Chamber Rules of Procedure 2017 and was satisfied that there was no requirement for the address to be disclosed. The tenancy is currently continuing. Intimation of the paperwork will be sent to the Respondent Susan Chapple's Representative, Ms Browning.

The Respondents are jointly and severally responsible for any unpaid rent due, as specified in Part 61 of the Private Residential Tenancy agreement.

Payments to account had been made towards the arrears totalling £2,583.10. However further rent payments had been added to the claim for February and March 2021 of £1600. I granted an Order for payment in the sum of £2,216.90. No interest was sought.

### **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.**

## Susan Christie

Legal Member/Chair

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7 April 2021  
Date

