



**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/19/2286**

**Re: Property at 11 Wheatley Place, Glasgow, G32 7JQ (“the Property”)**

**Parties:**

**Mr Steve Michael Graham, t/a SMG Properties, 1 Boclair Brae, Glasgow, G61  
2BF (“the Applicant”)**

**Miss Teresa Jackson, 11 Wheatley Place, Glasgow, G32 7JQ (“the  
Respondent”)**

**Tribunal Members:**

**Lesley Ward (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for possession of the property at 11  
Wheatley Place Glasgow G32 7JQ be granted on the basis that Ground 8 of  
Schedule 5 of the Housing (Scotland) Act 1988 is established and the arrears  
of rent are not a consequence of a delay or failure in the payment of a relevant  
benefit.**

This was a case management discussion ‘CMD’ in connection with an application in  
terms of rule 65 of the First-tier Tribunal for Scotland Housing and Property Chamber  
(Procedure) Regulations 2017, ‘the rules’ and s18 of the Housing (Scotland) Act  
1988, ‘the Act’ seeking eviction of the respondent from the property at 11 Wheatley  
Place Glasgow G32 7JQ, ‘the property’ on the basis of at least 3 months’ rent  
arrears. A second application in terms of rule 70 for rent arrears was held at the  
same time.

Miss Diamond of Easylet and Maintenance attended the CMD on behalf of Mr  
Graham the owner of the property. The respondent did not attend and was not  
represented.

The tribunal had sight of the sheriff officer's execution of service dated 16 August 2019 which confirmed that the papers were left in the hands of the respondent's mother on that date. The tribunal was satisfied that the respondent had received appropriate notification of the application and CMD in terms of rule 24 and proceeded with the CMD in terms of rule 29.

### **Preliminary matters**

1. The tribunal noted that no mandate by the owner and landlord of the property had been lodged with the tribunal. The tribunal adjourned to enable Miss Diamond to produce a mandate authorising her to act in both applications. Miss Diamond produced an email on her phone from the applicant authorising her to act on his behalf in this matter.
2. The tribunal noted that the intimation in terms of s11 of the Homelessness etc Act was incorrect as the wrong statute had been ticked. The tribunal also adjourned for Miss Diamond to produce evidence that a fresh s11 notice had been made. Miss Diamond produced an email on her phone with the correct box ticked and confirmed that the fresh intimation had been sent to the council today. The tribunal accepted the position.

The tribunal had before it the following copy documents:

1. Application dated 19 July 2019 and received by the tribunal on 22 July 2019.
2. Tenancy agreement dated 13 June 2016.
3. Rent statement.
4. AT6 with rent statement.
5. Sheriff Officer's execution of service of the AT6.
6. Rent statement lodged with application.
7. Land certificate.

### **Discussion**

Miss Diamond advised that the rent arrears have reduced slightly and she produced a statement which confirmed that the arrears are now £2368.76. The tribunal sought to ascertain the position regarding the respondent's entitlement to housing benefit or Universal Credit for the property. Miss Diamond drew the tribunal's attention to the statement which accompanied the application. She pointed out that the respondent has always been entitled to benefit and the reference to HB on the statement is a reference to housing benefit. She stated that the respondent went back to work this changed from housing benefit to Universal Credit. Recently the benefit has been paid to the applicant directly but before this the benefit was paid directly to the respondent. The rent is £595 and benefit covers £525. The shortfall should be paid

by the respondent. She did offer to repay the arrears and a plan was made but she failed to make the agreed payments.

### **Findings in fact**

1. The applicant is the owner of the property.
2. The parties entered into an assured tenancy agreement for let of the property on 13 June 2016.
3. The agreed rent was £595 per month.
4. Rent arrears accrued and at the date of the application being made the arrears were £2719.06.
5. A valid AT6 was served on the respondent on 21 June 2019. There were rent arrears of £2644.21 on that date which is over 3 months of rent arrears.
6. The arrears as at the date of the CMD are £2368.76 is due which is over three months of rent.
7. The arrears are not as a consequence of a delay or failure in payment of a relevant benefit.
8. The tenancy agreement makes provision for the lease to be brought to an end on the basis of ground 8 of schedule 5 of the Act.

### **Reasons**

This is an undefended application for possession of the property. The respondent was served with the papers timeously and has not made any representations.

The tribunal was satisfied that it has sufficient information before it to make a decision and the procedure has been fair. The tribunal was satisfied that there are more than 3 months arrears in terms of ground 8, there were more than 3 months of arrears as at the date of service the AT6 and that the arrears are not due to a delay or failure in payment if the relevant benefit. A notice to quit has not been served but this is not required as s18(6) of the Act is being relied upon and the lease makes provision for the tenancy to be brought to an end on ground 8.

### **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.

# Lesley Ward

26 September 2019

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Lesley A Ward Legal Member

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Date