



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/20/2641

Re: Property at Flat 2/1, XXXX

Cathcart, Glasgow, G44 XXX (“the Property”)

Parties:

Nevis Properties Limited, c/o Tay Letting Limited, 8 Eagle Street, Craighall Business Park, Glasgow, G4 9XA (“the Applicant”)

**Miss Kellyann Heffernan, Mr Lee Robertson, Flat 2/1, XXXX
Cathcart, Glasgow, G44 XXX ; 31 McTaggart Crescent, Motherwell, ML1 4ZH
 (“the Respondent”)**

Tribunal Members:

Jan Todd (Legal Member) and Elaine Munroe (Ordinary Member)

Decision (in absence of the Respondents)

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

Background

1. This was a hearing to consider an application submitted on 21st December by the Applicants agents on behalf of the Applicant for an order for payment of initially £3,250 in respect of rent arrears they are claiming are due from the tenant Ms Kelly Ann Heffernan and the Guarantor Mr Lee Robertson.
2. The Applicant advised that they had recently purchased the Property and had taken over as Landlords from the previous owners and that apart from a payment in October 2020 neither the tenant nor the Guarantor had paid anything further towards the rent due from June to September or after October 2020.
3. The Applicants lodged with the application
 - a. a lease dated 31st October 2018
 - b. Rental statement

- c. Copy letters from Applicants agent to First and Second Respondents dated 18th September 2020
 - d. Copy letter from Touchstone to First Respondent dated 28th September 2020
 - e. Copy e-mails from Applicants solicitors to First and Second Named Respondents dated 30th September and
 - f. Copy letter from Applicant's solicitor to First Named Respondent dated 14th October 2020 and
 - g. Copy e-mail from Applicant's solicitor to Second Named Respondent dated 4th November 2020.
4. Two Case management discussions were held on 3rd March and 31st March 2021 and notes were issued after both which are referred to for the detail of those discussions.
 5. After the first CMD the Tribunal asked for and received from the Applicant
 - a. evidence of a contract for the sale of the Property from the previous owners and Landlords Places for People Homes Ltd to the Applicants which includes the transfer of the right to recover rent arrears they allege the Respondent owes from June to September last year. A letter from Turcan Connell Solicitors confirming that they acted for Nevis Properties Ltd in the purchase of the tenanted property confirming the missive were concluded on 31st August and that by virtue of that contract Nevis Properties took ownership of the Property on 4th September 2020 and that Nevis Properties have the right to recover any rent arrears from 1st June 2020 to date. The letter also confirms Tay Letting act as letting agents for Nevis Properties Ltd.
 - b. A rent ledger from Places for People Homes Ltd dated from 30th October 2018 to 31st August 2020 showing a balance outstanding as at 31st August 2020 of £1950 but a zero balance for Places for People Homes by 25 November 2020.
 - c. Two copy letters given to the Respondent by the Landlord. One is an undated letter which the Applicant states was sent to the Respondent on 24th August but is not addressed to anyone as it was a mail merge document and the second letter specifically addressed to the Respondent dated 10th September 2020 reminding the Respondent that all management services transferred to Tay letting services on 4th September 2020 and reminding of new bank details for payment.
 - d. The First Respondent Miss Heffernan submitted various written responses to both the application and subsequent directions from the Tribunal in particular
 - i. The first named Respondent Ms Heffernan responded in writing with several e-mails dated between 5th and 16th March 2021. Ms Heffernan acknowledged receipt of the first letter mentioned above by the applicants being the letter from Tay letting and she enclosed a copy of showing it was addressed to the occupier of flat 2/1 XXXXX Glasgow. She denied receiving the second letter or any other letter intimating the change in ownership or landlord and also denied that the

- Guarantor Mr Robertson the second named Respondent had been sent any intimation of a change of ownership or landlord.
- ii. Ms Heffernan in her e-mails also states
 - iii. That the lease mentioned by the Applicant dated October 2018 is not a valid lease and that it is not legally binding. Ms Heffernan refers to the Property not being fit to use at that point. She then refers to a second lease which she lodged earlier with the Tribunal dated 14th December 2018 and confirms that is the legal lease. However she goes on to state that as she was served a Notice to Leave by Touchstone and “me staying with no further lease legally removes Lee as guarantor as again no further lease was signed and it would remain in a periodic tenancy.” She then advised she wished his name would be removed from all of this.
 - iv. Ms Heffernan also stated that Tay letting had broken the landlord’s code of conduct, and had misled her. She avers that in regard to the arrears they had “promised a completely different figure on phone and e-mails I attached (written agreement) and Just a multitude of nonsense, I paid the first two months of rent when they took over the flat. They have no legal lease”. She goes on to mention harassment and conflict of interest and also that the repair issues she mentioned before are not disputed, that she has paid twice and not once as stated by the Applicant and says they have lied and forged signatures. Her final statement in her e-mail of 5th March states “My door was left open for 3 days and they lie, send a rogue boiler man and they lie, they lie about paperwork that doesn’t exist, they lie that I payed them once I payed them until they gave me notice (twice) where is the legality here??? Please do respond as it’s all a bit too much.”

The CMD discussion

6. At the second CMD discussion which took place on 31st March The Applicant was represented by Ms Eilidh Crawford of Harper MacLeod solicitors. Neither of the Respondents were present or represented. Ms Crawford however confirmed that the lease originally lodged by her with the application dated October 2018 by the previous owners was not the correct lease. That the correct lease was in fact the 2nd Lease that Ms Heffernan refers in her written submissions and has lodged dated 14th December 2018. Ms Crawford pointed out it has the same terms as the first lease and that it is signed by both the first and second respondent as tenant and guarantor respectively.
7. Ms Crawford had indicated in an earlier e-mail that she was seeking an increase in the sum sought to £5200 representing rent due up to and including the end of February 2021.
8. She confirmed a Notice to Leave had been served on Ms Heffernan but the notice period has not expired.

9. In relation to questions about a possible offer of a reduced amount being offered to Ms Heffernan by Marc Taylor a director of Nevis Properties she advised she believed this had not been accepted by Ms Heffernan.
10. At the end of the discussion it was noted that as Ms Heffernan had denied being liable for the rent sought; that she had made allegations of repairs not being carried out timeously and the property not being wind and watertight that the matter would proceed to a hearing.
11.
 - a. *Ms Heffernan mentions in her e-mail of 5th March 2021. However under questions about Ms Heffernan's statement that having been served a Notice to Leave she has not further lease and is now on a "periodic tenancy" Ms Crawford advised that she is not aware of anything in law that means that the lease of 14th December is not still valid and did not agree that serving a Notice to leave would end the guarantor's responsibility.*
 - b. *Ms Crawford also confirmed she was not aware that the Property had been purchased by her client at an auction and denied that there was any conflict of interest as suggested by Ms Heffernan in the fact that one of the Directors of the Applicant had been previously involved in another Property rented by Ms Heffernan.*
 - c. The legal member then asked about the reference to a written and verbal agreement with the Applicants and the First named Respondent and the promise of different figure to what they are now claiming. Ms Crawford advised she believes that refers to the offer made by Tay letting on behalf of the Applicant to reduce the arrears if they were paid off promptly which is set out in the letter from Marc Taylor to Ms Heffernan dated 9th September 2020. The offer is for Ms Heffernan to pay £1547.98 and September's rent would be effectively written off. Ms Crawford confirmed that such an offer had been made but that Ms Heffernan has turned it down so as it had not been accepted there was no agreement to pay a lesser sum. She also advised that in the course of sending requests for payment Ms Crawford had also on behalf of the Applicants offered to settle the matter by accepting a payment plan over several months but this had not been accepted either.

12. A further direction was sent to the parties on 31st March 2021 asking for the following matters to be addressed:-

The Applicant is required to provide:-

1. *Evidence of formal intimation of the change of landlord from the previous owner to both the first and second named Respondents as tenant and guarantor respectively, as previously requested or to explain why that is not necessary particularly in relation to their claim for arrears of rent for the months of June, July and August 2020 or to lodge any other evidence they*

feel is relevant to support their claim that the Applicant is entitled to the payment of rent from June 2020 to date.

- 2. A clear rent statement from June 2020 to date showing the exact amount due for each month, the amount if any paid and the balance outstanding. If there is any further rent arrears this must be clearly shown and a request to amend the application made and intimated on both respondents at least 14 days before the date of the next hearing.*

The First Respondent Miss Heffernan is required to provide

- 3. The First Named Respondent requires to state clearly what she has paid during the months from June 2020 to date in rent to Nevis Properties Ltd or to the previous owners Places for People Homes Ltd, if she made any payments to them.*
- 4. The First Named Respondent is required to state if she agrees she owes any rent to Nevis Properties and if so how much. The Respondent should support any claim that she has paid rent with copy bank statements or other evidence of payment.*
- 5. The First Named Respondent is asked to explain why she believes there is no valid lease given she and Mr Robertson signed one on 14th December giving her the right to live in the Property in return for a monthly rent of £650?*
- 6. If she accepts there is a valid lease Ms Heffernan is asked to explain if she is claiming rent is not lawfully due and if there are any repairs outstanding for which she is withholding rent? The Respondent has mentioned two repairs to the boiler and front door which the Applicant state they have fixed. The Respondent requires to confirm if she is claiming any abatement or reduction in rent for these repairs and if so to explain why she believes a reduction or abatement is due and how much?*
- 7. The First Named Respondent requires to confirm if the Property is wind and watertight or if there is any other reason why she does not feel that the rent sought is due by her?*
- 8. The First Named Respondent has stated there was an agreement to reduce the rent due and owing she requires to confirm what that agreement is and why, if it is the one detailed by Mr Marc Taylor, she believes this is a binding agreement if she did not accept it and pay the reduced amount offered?*
- 9. The First Named Respondent requires to provide legal reasons as to why she believes the second named Respondent is no longer responsible for payments in terms of the lease as guarantor, and in particular why a notice to leave, where the tenant does not leave, ends either the tenant's or the guarantor's liability for payment?*

The Second Respondent - Mr Robertson is required to provide:-

- 10. An explanation of why he should not be a respondent when this is a claim for rent arrears in a tenancy in which he signed as a guarantor to ensure payment of the rent?*

11. *Any submissions he wishes to make about whether the rent sought currently (£5200) is lawfully due and remains unpaid?*
12. *The Respondents may wish to seek legal advice and or representation regarding this application and if they do wish a representative to represent them at the next CMD they should let the Tribunal know the details of any representative as soon as possible*
13. *All parties should provide a list of any documentation they wish to rely on and should provide the name and contact number of any witness they wish to call at the hearing.*
14. The Applicants responded to the Direction by e-mail dated 28th and 29th April 2021 providing a list of 2 witnesses they proposed to call and providing a copy formal intimation of the Change of Landlord to the First Respondent dated 4th September 2020 and a rent arrears statement from June 2020 to April 2021 with a formal request to increase the order for payment sought to £6500 as per the revised rent statement. The letter from the solicitor also confirms that the Second Named Respondent was advised of the change of ownership and change of landlord by themselves.
15. There was no response from the First Named Respondent to any part of the Direction.
16. The solicitor Ms Barr for the Second Named Respondent replied on 12th April saying
- a. *“It is my client’s position that he was asked to sign as Guarantor without being afforded the opportunity of obtaining independent legal advice. In addition the original agreement was not only superseded due to the condition of the Property but it was for the previous Landlord. If my client had been afforded the opportunity during the transfer of ownership of being advised of a new landlord and again offered the opportunity of independent legal advice he would not have signed it.*
 - b. *My client would further submit that it is not clear in this case that there is any unpaid rent far less whether my client should be liable for the same. It appears there is no issue of the Tenant being in financial difficulty as result of which they are unable to pay the arrears but rather this is a disagreement with regard to the condition of the Property between the tenant and the landlord.”*
17. Ms Barr in a further letter confirms that neither she nor her client will be attending the hearing in person.
18. Ms Heffernan has not attended either of the teleconference CMDs and has advised she is suffering from ill health and that she would represent herself by e-mail. The Tribunal had previously advised Ms Heffernan that if she needed any assistance from the Tribunal to allow her to attend the hearing she should e-mail or phone the Tribunal to advise what assistance she may require. Both respondents were also advised that they may wish to seek legal

advice and or representation regarding this application and if they do wish a representative to represent them at the hearing they should let the Tribunal know the details of any representative.

19. Both Respondents were advised that if they choose not to attend the hearing, (unless they are unable to attend for medical reasons when they could request a postponement) the Tribunal was seeking to make a final decision on this application at the hearing.

The Hearing

20. The Hearing proceeded today by way of teleconference due to the continued requirement at the current time for social distancing. The Convener made introductions, and explained how the hearing would be conducted over the teleconference. The Applicant was represented by Ms Eilidh Crawford from Harper Macleod solicitors as the Applicant's representative. Neither of the Respondents attended nor were they represented on the teleconference. The Respondent have been given fair notice of the hearing and so the Tribunal therefore felt it was appropriate and fair to continue in their absence.
21. Ms Crawford advised that she was seeking an order for payment on behalf of her clients for rent arrears in the revised sum of £6500 and referred to the recent rent statement she had lodged which showed 2 further rent payments due on 1st March and 1st April. When asked if she had intimated these documents on the Respondents she confirmed that she had not but had expected the Tribunal had crossed them over to the other parties and was relying on that practice as providing the requisite 14 days' notice to the Respondents. The Tribunal advised they would check that and invited Ms Crawford to call her first witness, Mr Marc Taylor.
22. Mr Taylor confirmed he was a director of both the Applicants' Nevis Properties Ltd and of Tay Letting Ltd the Applicant's letting agent. He confirmed he was involved in the management of the Property and that it was part of a portfolio of properties purchased by the Applicant on 4th September 2020. He confirmed the tenant of the Property was Ms Heffernan and the Guarantor in this lease was Mr Robertson. He also confirmed the rent was £650 per month and the tenant was still resident in the Property. He confirmed that all tenants including the first named respondent had been written to regarding the purchase prior to its conclusion and he had written to both the Tenant and Guarantor after the purchase was concluded in September 2020. Mr Taylor confirmed that he had spoken to the tenant himself shortly after Nevis Properties took over as landlords and that he formed the impression she was able to pay the rent but had fallen out with the previous letting agent and was refusing to pay. He had thought she would pay the arrears due to his company of £1950 and advised that he believed there were further arrears due to the previous landlords from March 2020 which he understands they may have written off. He was concerned only with the arrears for June, July and August and the rent going forward as this is what Nevis Properties had purchased. He also advised that he had copied some of his correspondence with the tenant to the guarantor and had not heard directly from the guarantor. He advised he had certainly not received any request to, or agreed to, release the guarantor from his liabilities to meet the debts of the tenant. He confirmed

the current debt due is £7150 being the sums due including rent due on 1st May 2021.

23. Mr Taylor also confirmed that after the initial phone call to try and settle the arrears he had written and send e-mails and then instructed solicitors to write requesting payment. He confirmed there had been no payment from either Respondent. He also confirmed that apart from the request to fix the door and to send a plumber he was not aware of any outstanding repairs to the Property and that he believed both had been attended to promptly.
24. With regard to the second respondent he advised he had received no direct contact, but was clear it is the responsibility of a guarantor to meet any debts of the tenant and that a new lease where there is a change of landlord was not required. He could not comment on whether the Respondent was offered to get legal advice before he signed as a guarantor but commented that Mr Robertson had made no representation to him or the Applicant or asked to be removed as a guarantor when initially advised of the change of ownership in September.
25. Mr David Gibb then attended as the Applicant's second witness. He confirmed he was Tay Letting's head of accounts, and had knowledge of the rent arrears for this Property. He confirmed that Ms Heffernan was the current tenant and Mr Robertson the Guarantor and that the purpose of a guarantor was to underwrite the obligations of the tenant. He advised that the Property was purchased in September 2020 as part of a portfolio of properties by the Applicants and that some of the arrears had also been assigned namely those for June July and August 2020. He confirmed that the current debt is now £7,150 and that since the Applicants' had taken over there had only been one payment of rent namely in October 2020. No other rent payment had been received for the arrears or from September 2020. He also confirmed Mr Taylor had attempted to discuss the arrears with Ms Heffernan but no payment had been forthcoming.
26. Ms Crawford then summed up her client's position stating that rent arrears are due and owing by the First Named Respondent as tenant and by the Second Named Respondent as guarantor. That only one payment of rent has been received from June 2020 to date namely that in October 2021 and that the sum now sought is £6500 as per the rent statements lodged to and including 1st April 2021. That intimation of the change of ownership and assignation of the rent arrears has been made on both respondents and the sums sought are due and owing.

FACTS

27. The First named respondent entered into a lease of the Property which commenced on 14th December 2018 with Places for People Homes Ltd and the second named respondent signed as Guarantor. The lease is a private residential tenancy.
28. The tenant continues in occupation of the Property.
29. The Rent due in terms of the lease is £650 payable monthly in advance
30. The original landlord Places for People Homes Ltd sold the Property and assigned the right to 3 months of rent arrears to the Applicants on 4th September 2020.

31. Intimation of the sale and change of landlord was advised to the first named Respondent on or before the 4th September 2020.
32. Intimation of the sale and change of landlord was advised to the second named respondent on or around September 2020.
33. The first named Respondent has failed to pay the rent due from June, July, and August (being the arrears assigned) and for rent due on 1st September 2020, has paid rent due for October 2020 but has not paid anything towards the arrears or further rent due since.
34. Both respondents have been asked to make payment or agree a payment plan and both have failed to do so.
35. The rent outstanding at 28th February 2021 is £5200.
36. Intimation of the request to increase the sum sought to £5200 was made on 1st March 2021 by the Applicants and has been intimated to the Respondents.
37. No further payments have been made towards the rent and the sum now outstanding is £7,150.

Reasons

38. The written documentation shows a tenancy had been created between where the first named Respondent leased the Property from the Places for People Homes Ltd from 14th December 2018. A pro rata rent was due for the first month and thereafter the rent due is £650 payable monthly on the first of each month. Ms Heffernan signed this lease on 12th December 2018.
39. Mr Robertson has signed this lease on 13th December 2018 as Guarantor and this has not been amended or changed since then.
40. The Applicant has clearly shown that they have purchased the Property from the previous owners and Landlords Places for People Homes Ltd and have become the landlords in this Property. The land certificate for the Property which the Tribunal has access to also shows the change of ownership on that date. In addition in terms of the contract entered into they have purchased the right to be paid the last 3 months of rent arrears due by the tenant. This means they have purchased the right to any debt in June, July and August 2020. The rent due in terms of the lease is £650. The rent was not increased and remains at £650. Ms Heffernan has paid one month's rent namely that due in October 2020 but has not shown any evidence of payment of any prior or future months rent. The Tribunal heard evidence from Mr Marc Taylor a Director Nevis Properties and Tay letting and Mr David Gibb head of accounts for Tay Letting that the tenant had incurred those arrears. That she has made no further payment since October 2020 and that the current arrears amount to £7,150.
41. Mr Taylor advised that Nevis Properties had purchased the Property and took over the landlord's interest on 4th September. He advised that the tenant and the guarantor had been advised of the change ownership and change of Landlord and that he had spoken to the tenant himself shortly after Nevis Properties took over as landlords and that he formed the impression she was able to pay the rent but had fallen out with the previous letting agent and was refusing to pay. Mr Taylor advised that he believed Ms Heffernan had not paid any rent to the previous landlord from March 2020 but his company had only bought the arrears for June July and August which is what he was concerned

- about. That amounted to £1950. He advised he had certainly not received any request to, or agreed to, release the guarantor from his liabilities to meet the debts of the tenant. He confirmed the current debt due is £7150. He was clear and credible in his presentation and the Tribunal accepted his evidence.
42. Mr Gibb also spoke succinctly and clearly as head of accounts for Tay Letting the current letting agent for the Applicants that Ms Heffernan is in arrears of rent that she has only paid one month's rent since the applicant purchased the Property and landlord's interest. He confirmed the arrears to end of April are £6,500 and continue to accrue. The Tribunal also accepted his evidence which was credible and convincing.
 43. The Applicant has shown written evidence that they purchased the Property from the previous owner and Landlords, Places for People Homes Ltd, namely the letter from Turcan Connel solicitors and the copy contract dated They have shown letters from the new letting agent Tay letting to the first named respondent asking for payment of rent. They have also shown evidence of formal intimation of the change of landlord from the previous owner to both the first named Respondents as tenant and further letters to the guarantor advising of the change of ownership, change of landlord and the outstanding arrears. In addition the Applicants have lodged letters from their solicitors to the first named Respondent dated 18th September 202 and 14th October 2020 raising the issue of the rent arrears and offering advice on where to find legal advice and assistance and proposing a repayment plan which was turned down. The applicant has also lodged a letter from Touchstone the letting agent of the former landlord dated 28th September addressed to Ms Heffernan stating that the arrears due for June, July and August 2020 were not due to them and any action by them would cease immediately. The Applicants have also lodged letters from their solicitor to Mr Robertson dated 18th September, 30th September and 4th November advising of the rent arrears and how this is made up including how the arrears were assigned to Nevis Properties.
 44. The First Named Respondent alleges she has paid some rent but has not answered points 3 and 4 of the previous direction asking her specifically what rent she has paid since June 2020 to February 2021. The Respondent has mentioned that she has made two rental payments but has not clarified when and how much was paid. The Respondent has not responded to advise if she agrees she owes any rent to Nevis Properties and if so how much. The Respondent has not supported her claim that she has paid two months' rent with any copy bank statements or other evidence of payment. The Tribunal accepts the rent statements produced by the applicant showing that there have been no payments of rent for June, July, August and September and November, December 2020 and January and February 2021. There has been one payment made on 2nd October 2020.
 45. Ms Heffernan has challenged the validity of the lease but not explained why she believes there is no valid lease given she and Mr Robertson signed one commencing on 14th December giving her the right to live in the Property in return for a monthly rent of £650. The witnesses have confirmed that Ms Heffernan is still resident in the Property.
 46. Ms Heffernan has mentioned two repairs to the boiler and front door which the Applicant state they have fixed. Ms Heffernan has not responded with any further repairs outstanding or how those repairs were not attended to

timeously. Mr Taylor has confirmed the Property is quite modern that there are no outstanding repairs and that when the door was broken down by the police it was boarded up quickly and then replaced and invoices supporting this have been lodged.

47. Ms Heffernan is claiming the Property is not wind and watertight but has given no details of this.
48. Finally Ms Heffernan stated there was an agreement to reduce the rent due and owing but Mr Marc Taylor has advised this was not accepted and she did not pay the reduced amount offered to settle this matter. In addition the applicant's solicitor sent a letter dated 14th October being a pre action letter with an offer to pay in instalments and Ms Crawford solicitor confirmed this has been refused.
49. Ms Heffernan has repeatedly stated she does not believe the guarantor is liable for any payment under the lease entered into on 14th December, potentially because a notice to leave was served but she has provided no legal reasons as to why he is no longer responsible. The Tribunal is not aware of any reason why a notice to leave, where the tenant does not leave, ends either the tenant's or the guarantor's liability for payment and therefore rejects this argument.
50. Mr Robertson is the Guarantor in the lease dated 14th December of this Property. The landlord's interest in this lease has been transferred to the Applicant. Mr Robertson believes and has stated via his solicitor that he feels this is a dispute between the landlord and tenant relative to the condition of the Property and that he should not be a respondent. The Tribunal has seen evidence of the signed lease where he has agreed to be a guarantor. The terms of the guarantee state "the Guarantor guarantees all payments of rent, any other obligations under this Agreement and any other payments due to the landlord which the Tenant is required to pay under this Agreement and liability continues in respect of any payment due but not paid even after termination of this Agreement or any alteration of this Agreement."
51. The Tribunal accepts that the Guarantee is still in place and is designed to allow the Landlord to pursue the guarantor for any debts of the tenant. Mr Robertson via his solicitor has previously acknowledged he accepts he has obligations as Guarantor but appears to not accept this is a dispute over rent arrears. The Tribunal respectfully disagrees. This is an application for payment of rent. The rent is due and owing and therefore the Guarantor is also liable for the unpaid rent. The 2nd named respondent has not provided any reason why he should not be held liable. No new lease was entered into or required when the ownership and therefor the Landlord changed.
52. Finally the matter of how much is appropriate to award was discussed. Ms Crawford advised that she had not intimated the further request for an increase in the sum sought to £6,500 to the respondents directly but was relying on the usual practice of the Tribunal to pass over all documents from the Applicant to the Respondent. After making enquiries it was discovered that the e-mail from the Applicant dated 28th April had only been passed over to the second named Respondent's solicitor and so the Applicant could not rely on this having been intimated as such Ms Crawford amended her motion to ask for the sum of £5,200 which is the sum previously sought at the 2nd CMD and which is referred to in both the CMD note and Direction of 31st March which was sent to both Respondents. The Tribunal agreed that due

notice of that increase in the payment sought to £5,200 had been made timeously and granted an order for that sum against both respondents. It is noted this is in respect of rent due to and including 1st February 2021.

Outcome

Order granted for £5,200.

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.

Jan Todd

Legal Member/Chair

17TH May 2021 _____

Date