

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014 and Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (the 2017 Rules”)

Chamber Ref: FTS/HPC/CV/19/3852

Re: Property at 253 Corkerhill Road, Glasgow, G52 1QR (“the Property”)

Parties:

Mrs Kiranjit Nijjar, 2 Kirkle Drive, Newton Mearns, Glasgow, G77 5HA (“the Applicant”)

Ms Alison Crone, Ms Kirsty Ann Stevenson, 253 Corkerhill Road, Glasgow, G52 1QR (“the Respondents”)

Tribunal Members:

Martin McAllister, Solicitor (Legal Member) and Sara Hesp, Chartered Surveyor (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents pay the sum of EIGHTEEN THOUSAND POUNDS (£18,000) to the Applicant.

Background

- 1. This is an application in respect of an order for payment which is sought in respect of rent arrears in connection with the Property.**
- 2. The Respondents and the Applicant are parties to a short assured tenancy agreement in respect of the Property which is dated 3rd May 2016. The rent stated in the tenancy agreement is £600 per month.**
- 3. The application which is dated 29th November 2019 states that the Rent outstanding as at 1st December 2019 was £9,000.**

4. Determination of the matter has been delayed because of the restrictions as a consequence of the coronavirus pandemic.
5. The Respondents have submitted an application under Section 22 of the Housing (Scotland) Act 2006 for a determination with regard to whether the Property meets the repairing standard as defined in the said Act (FTS/HPC/RP/20/0875) and a case management discussion in respect of that application was held on 22nd April 2021, immediately before the Hearing to determine the application in respect of an order for payment of money.
6. Case management discussions had been held in respect of the application and, at one held on 25th January 2021, it had been decided that it would be appropriate to conjoin consideration of it along with the repairs case since the Respondents had indicated that non- payment of rent had occurred because of the condition of the Property and the repairs which required to be carried out to it.

7. Findings in Fact

7.1 The Applicant and Respondents are parties to a short assured tenancy agreement in respect of the Property.

7.2 The rent due in respect of the short assured tenancy agreement is £600 per month.

7.3 No payment of rent has been made since 1st September 2018.

7.4 There are arrears of rent of £18,000 as at 22nd April 2018.

7.5 The Respondents have not properly intimated that repairs are required to the Property.

7.6 The Respondents have delayed in allowing the Applicant access to the Property.

8. Findings in Fact and Law

8.1 The Respondents were not entitled to withhold payment of rent because repairs required to be carried out to the Property.

8.2 The Respondents were not entitled to retain payment of rent pending repairs being carried out to the Property.

The Hearing

9. A Hearing was held by video conference on 22nd April 2021. The Applicant was an audio participant and was represented by Mr Jwad Hanif, solicitor.

Both Respondents were present and gave evidence. Ms Crone participated by audio and Ms Stevenson by video conference. The Applicant gave evidence. Mr Hardeep Singh gave evidence for the Applicant.

Preliminary Matters

- 10. Mr Hanif said the amount outstanding in respect of rent as at 1st April 2021 was £18,000 which he said equated to thirty months at £600 per month. He said that he was seeking to amend his application in terms of Rule 14 A of the 2017 Rules. He said that this figure had not been intimated to the Respondents and that it was his understanding that, since he had intimated that figure to the Tribunal it would have intimated it to them.**
- 11. Ms Stevenson agreed that no rent had been paid since 1st September 2018 and said that it was not the Respondents' position that they were challenging the amount of rent which had not been paid but rather that their position was that the rent did not fall to be paid because of the condition of the Property.**
- 12. The Respondents agreed that the rent unpaid amounted to £18,000 and the Tribunal permitted the application to be amended to reflect the fact that this was the sum being sought.**
- 13. The Respondents were referred to Directions which had been made under Rule 16 of the 2017 Rules. On 20th August 2020, a Direction had been made which required the Respondents to provide "all correspondence sent to the Applicants in regards to repair and maintenance of the property, all evidence held by the Respondents regarding the condition of the property, bank information confirming rent being withheld, all images of the property showing disrepair" On 5th October 2020, a Direction had been made which required the Respondents to provide a "Bank Statement showing deposit of the rent which had been withheld, from 1st September 2018 to the present date."**
- 14. It was noted that the Respondents had submitted photographs and video evidence. The Tribunal questioned them about the bank account where any sums in respect of rent had been lodged and noted that the Direction had not been complied with in relation to this. No documentation had been lodged. Ms Stevenson said that she thought money had "been put aside" but that she now realised that only £3,000 had been set aside in a savings account in Ms Crone's name. When asked why a copy of a bank statement showing this had not been submitted, Ms Stevenson said that she and Ms Crone had been busy with caring duties and that she did not know where a Royal Bank branch could be found near her home. She accepted that no evidence had been lodged by the Respondents in respect of vouching that sums in respect of rent had been retained in a bank account. Ms Crone was asked if she received hard copy bank statements in respect of the relevant savings account. She said that she**

was unsure and that she tended not to open her mail. She said that, as far as she knew, £3000 was in the account because she had not withdrawn funds from it and had deposited money in it.

15. Ms Stevenson was asked about statements she had made at case management discussions where she had said that the Respondents had been withholding rent. She said that she had understood that the rent had been set aside but realised now that it had been for only part of the period.
16. In view of the fact that there was no dispute with regard to there being unpaid rent of £18,000, it was considered appropriate that the Respondents lead evidence first.

The Hearing

Ms Stevenson

17. Ms Stevenson said that, in August 2018, there had been an issue with the toilet in the Property. She said that a whistling noise came from it and that it had taken six weeks to have it sorted. She said that a man came to repair it and could not produce credentials so she asked him to leave. She said that she found a plumber herself to deal with it and the issue was resolved.
18. Ms Stevenson said that in August/September 2019, water started to come through the ceiling of the kitchen at the light fitment and that it was reported to the landlord. She said that a repair was eventually done but that the ceiling was not reinstated.
19. Ms Stevenson said that Housing Benefit was stopped early in 2020 because there was a dispute and because rent was being withheld. She said that the landlord refused to speak to either of the Respondents. Ms Stevenson said that she sent emails to the Applicant's letting agents which stated that rent was being withheld because of the condition of the Property and that there was still a hole in the ceiling and that water was coming through it.
20. Ms Stevenson said that five people had been sent to the Property to carry out repairs but that these had not been done. She said that she considered it unsafe to go into the kitchen because of the condition of the kitchen ceiling. She said that she was afraid of something falling on her.
21. Ms Stevenson said that she spoke to the letting agent on the telephone and told her that she was withholding rent because of the condition of the Property.

- 22. Ms Stevenson said that access had never been denied to the Applicant or any tradespeople working on her behalf. She said that one person came to carry out checks and that she refused access to her bedroom because she saw no reason for such access.**
- 23. Ms Stevenson said that she must have sent around twenty emails to the landlord or the letting agent and that she could produce these over the lunch break.**
- 24. During the lunch break, Ms Stevenson lodged emails and Mr Hanif questioned her on their content. It was put to her that most appeared to be about the letting agent for the landlord seeking access to the Property and being unsuccessful in doing so. Ms Stevenson said that she and Ms Crone did respond to requests for access.**
- 25. It was put to Ms Stevenson that the emails lodged by her made no specific reference to the rent being withheld because of repairs which required to be done.**
- 26. Ms Stevenson was referred to an email sent by her to Sam Lockhart, the letting agent on 17th October 2018 which was in response to a request that rent arrears be paid and which stated “Am sorry but we are not prepared to do that until a new tenancy and REPAIR is secure the repair is only half complete as this is the reason we are in this situation in the first place we are keen to work things out and stay on here we hope we can work together to resolve this matter.” Ms Stevenson said that this email refers to the rent not being paid until the repair is done. She did not accept that the withholding of rent was linked to the desire for a new tenancy agreement.**
- 27. Ms Stevenson was referred to emails from the letting agent which suggested that fifty percent of the rent be paid pending repairs being done. She said that no such payments were made.**
- 28. Ms Stevenson said that in March 2020, the Respondents instructed Govan Law Centre to represent them and that, at the time, there had been issues with the central heating system which worked intermittently and also failed to provide an adequate supply of hot water.**
- 29. Ms Stevenson was referred to Applicant’s Productions 2 and 3 which were respectively a letter from Govan Law Centre to Ms Nijjar dated 2nd March 2020 and a letter from Mr Hanif’s firm to Govan Law Centre dated 11th March 2021. She agreed that the first was a letter sent by Govan Law Centre on behalf of the Respondents and that the second was a reply on behalf of Mrs Nijjar. She was referred to the contents of the letter of 11th March 2021 which acknowledged that a repair to the ceiling was required, that it was not possible for Mrs Nijjar to ascertain what other repairs were**

required without getting access to the Property and that such access had not been allowed. Ms Stevenson said that access had never been refused.

30. The repairing standard application was dated 11 March 2021. Ms Stevenson was referred to letters sent to Ms Crone and her by Mr Hanif's firm on 10 July 2020 and 14 August 2020 (Applicant Productions 4 and 5) where access arrangements were being asked for. She said that she could not recall if she responded to them.
31. Ms Stevenson said that she received a letter from Mr Hanif's firm dated 20th February 2020 giving a date and time for access on the next Monday which was 24th February 2020. She said that she only received the letter on the morning of 24th February 2020 and that she was not able to comply with the time stated. She said that she didn't make any representations to Mr Hanif or her landlord about an alternative date.
32. Ms Stevenson said that a gas engineer had told her that the reason the heating in the Property was not working was because of a loss of pressure in the system which was probably caused by a burst pipe under the floorboards. She said that she could not produce a report from that engineer.
33. Ms Stevenson was referred to the invoice of Mr Singh dated 12 September 2018 (Applicant production 2). She said that she did not know if the work referred to in the invoice had been done. She said that she did not know if the toilet valve referred to in the invoice had been replaced.
34. Ms Stevenson said that it was reasonable to withhold the rent because so much was spent by them on take away meals because the kitchen could not be used because of the condition of the ceiling. She said that the Respondents had to buy portable heaters and that the electricity costs were higher because of the need to use these heaters because the central heating system was not working.

Ms Crone

35. Ms Crone said that the tenants were entitled to withhold rent because repairs had not been completed. She said that a repair to a wastepipe in the bathroom had not been completed and she did not accept that it had been completed by Mr Singh.
36. Ms Crone said that she left a voicemail message for the landlord advising her of the issues. She said that, shortly afterwards, the landlord's brother-in-law had asked why she was not paying rent and that she told him that she was not discussing the matter with him.

37. Ms Crone said that there was dampness in the Property and no heating. She said that the shower could not be used.
38. Ms Crone said that Mrs Najjir had been told of the issues in September 2018. She said that she had told her personally and that she had no email address for her.
39. Ms Crone said that she and Ms Stevenson had been told that repairs would be done but that they never were.
40. Ms Crone said that she had personal issues in 2020 and that any time she failed to respond to the Applicant would be because of this. She said that she found things difficult.
41. Ms Crone said that she was not in a position to pay rent once Housing Benefit had been stopped as a result of the dispute with regard to the Property.
42. Ms Crone said that the Applicant had been told that rent was being withheld.
43. Ms Crone said that there was an ongoing issue with dampness at the Property and, when questioned by Mr Hanif as to why that had not been mentioned in Govan Law Centre's intimation of outstanding repairs and in the repairing standards application, Ms Crone said that her landlord had been aware of these issues. She said that she thought that the issues with the heating system could cause dampness.
44. Ms Crone said that the issue with the toilet had been resolved and that she and Ms Stevenson engaged a plumber who had been found online and that the cost for the work was around £250.

Mr Singh

45. Mr Hardeep Singh said that he is a building contractor and that he had been instructed to carry out repairs to the Property by the Applicant.
46. Mr Singh said that he went to the Property on 12th September 2018 and that he found that there was water leaking into the kitchen. He said that he identified that the leak was coming from the bathroom upstairs. He said that it was from an old cast iron waste pipe which was within the wall of the bathroom. He said that he removed the old pipe and replaced it. He said that part of the kitchen ceiling had to be removed. He said that, as far as he was aware, any issue with a leak had been resolved by him.
47. Mr Singh said that further access had to be taken to the Property to enable the kitchen ceiling to be repaired. He said that he got access once and

that the ceiling was made safe but that further repairs require to be done. He said that he had been unsuccessful in attempts to get access to the Property. He said that, whenever he tried to get access, he would contact the landlord, Mrs Najiir, who would then try and get in touch with the tenants in the Property.

48. Mr Singh said that the kitchen was useable and that there would be no danger to anyone in doing so. He said that pvc cladding had been removed from the ceiling but that there was no danger of debris falling and he said that any loose materials had been taken away.
49. Mr Singh was referred to his invoice dated 12th September 2018 (Applicant Production 2) and agreed that this was in respect of the work which he had done. He said that, in addition to the leak, the toilet had not been flushing properly and that he replaced a valve.
50. Mr Singh said that the boiler for the heating system was located in a bedroom.
51. Mr Singh said that he accompanied Mrs Nijjar when she got access to the Property on 18th March 2021. He said that the general state of the Property is not good as a result of the number of things lying about. He said that there are a lot of items in the bathroom and in the kitchen.
52. Mr Singh said that he would estimate the cost of outstanding repairs to the kitchen ceiling would probably amount to around two to three hundred pounds for plasterboard and five to eight hundred pounds for plastering.

Mrs Nijjar

53. Mrs Nijjar said that the Respondents did not pay rent which was due on 1st September 2018 and that nothing had been paid since.
54. Mrs Nijjar said that she instructed Mr Singh to carry out repairs to the Property in September 2018 and that he did so but that he could not get access to carry out other repairs. Mrs Nijjar said that she accompanied Mr Singh when he went to the Property in September 2018.
55. Mrs Nijjar said that she tried to get access for further repairs and was unsuccessful in doing so. She said that she enlisted the assistance of Sam Lockhart of Lockhart Residential, a letting agent but that this was also unsuccessful.
56. Mrs Nijjar said that she then instructed her solicitors and that they wrote to the tenants with regard to getting access and that an application was then made to the Tribunal for assistance. She said that, with the

assistance of the Tribunal, she was finally able to get access to the Property on 18th March 2021.

57. Mrs Nijjar was referred to the letter from Govan Law Centre dated 2nd March 2020 which referred to five repairs. She said that she was aware of the kitchen ceiling and that, because of the repair which had been carried out, plastering required to be done. She said that, as far as she was concerned, the kitchen was useable.

58. Mrs Nijjar said that she first became aware of other repair issues when the letter was received from Govan Law Centre. She said that the letter referred to an issue with the boiler and foam panelling and she said that, at no time, did the tenants report these matters to her.

59. Mrs Nijjar said that the Respondents provided her with no invoices in respect of work which they had carried out to the Property.

60. Mrs Nijjar said that she has not been provided with the phone number of either of the Respondents since 2018.

61. Mrs Nijjar said that the rent outstanding is £18,000 and that there is no justification in withholding any of it as a consequence of any repairs which require to be done to the Property. Mrs Nijjar said that, as far as she was concerned, the only outstanding repair is to the kitchen ceiling. She said that she is unaware of any dampness in the Property.

62. Mrs Nijjar said that she was denied access to the Property. She said that on two occasions when she went to the Property with Mr Singh she was not allowed into the Property. She said that the letting agent had tried to get access on many occasions.

63. Mrs Nijjar said that she had contacted the Housing Benefit office with regard to non payment of rent and had been told that none could be paid because of a dispute between the landlord and the tenants.

Submissions

The Applicant

64. Mr Hanif said that the rent arrears were £18,000 and that there was no dispute with regard to the level of the sum outstanding.

65. He said that there was also an application under the Housing (Scotland) Act 2006 in respect of the repairing standard and that the Respondents' position is that they were entitled to withhold rent because of the repairs which required to be carried out to the Property.

66. Mr Hanif asked the Tribunal to accept that repairs to a wastepipe had been carried out in 2018 and that work requires to be done and that this had not been done because of the Respondents' refusal to allow access. He said that, although the Respondents' position was that they were always prepared to allow access, his position was that the evidence showed that this was not the case.
67. Mr Hanif said that, even at the highest standard, the cost of outstanding repairs would be around £1,050 which would be the most which could be retained from rent until repairs were carried out.
68. Mr Hanif said that the Applicant's position was that she could do nothing with regard to the repairs because of lack of access in respect of the repairs which she knew about and lack of intimation in respect of the repairs which she knew nothing about.
69. Mr Hanif said that the position of retention of rent was also unclear. Previously the Respondents had said that rent had been set aside. It was now stated that only £3,000 had been put in a separate account and no evidence had been produced vouching that.
70. Mr Hanif submitted that an order for payment of £18,000 should be made but he said that his *esto* position was that, if the Tribunal considered that it was appropriate that some rent be withheld because of repairs requiring to be done to the Property, that the level of 20% would be reasonable and that the Applicant would therefore be seeking an order of £14,400 or any other sum the Tribunal considered appropriate.

The Respondents

71. Ms Stevenson said that she believed that the tenants had every right to withhold rent and that the Applicant should be awarded nothing. She said that she felt she had been fighting a losing battle and that she had been prepared to pay rent if the repairs had been carried out. She referred the Tribunal to videos and photographs which she had lodged and asked it to take these into account
72. Ms Stevenson said that it was not correct to say that she and her co-tenant could not afford to pay rent because they could do so if Housing Benefit was recommenced.
73. Ms Stevenson said that there had been one repair carried out to the light in the kitchen.
74. Ms Stevenson said that she had witnesses to the fact that Mrs Najjir had been told about the repairs requiring to be carried out but that they had been unable to attend the Hearing.

- 75. Ms Stevenson said that she had thought that the all the rent “was being put away” but now knows that only some was.**
- 76. Ms Stevenson asked the Tribunal to accept that she had never refused access to anyone who was instructed to carry out repairs.**
- 77. Ms Stevenson had, at one time, been represented by Govan Law Centre and written representations had been submitted by them. The Tribunal considered it appropriate to consider such representations.**
- 78. It was submitted that no arrears of rent are due with reference to the principle of mutuality of contract. There is reference to the kitchen ceiling “falling through” and a patching up repair having been done. There is reference to Ms Stevenson paying for repairs herself and water ingress through the kitchen ceiling. The representations state that the ceiling has remained in a poor state of repair and that, as a result, the property is not wind and watertight. The representations state that there is water ingress when there is heavy rainfall.**
- 79. The representations state that the boiler pressure is not working effectively and that, as a consequence, there is only intermittent hot water and that the shower pressure is affected. The representations state that it is likely that there is a burst pipe under the floorboards.**
- 80. The representations state that there is illegal foam panelling on the ceiling and that there is no carbon monoxide detector.**
- 81. The representations state that the Property meets neither the tolerable or repairing standard in terms of the Housing (Scotland) Act 2006.**
- 82. The representations state that, as a result of the landlord’s breach of contract, and the principle of mutuality of contract, some or all of the rent charged by the landlord from May 2016 until the present day is not lawfully due, that no arrears are due and that the application for an order for payment should be dismissed.**
- 83. The representations refer to the case of Renfrew District Council v Gray 1987 SLT (Sh Ct) 70.**
- 84. The representations submit that the application for payment should be paused until the repairing standard application be determined since the findings from that case may assist in the determination of this case.**

Discussion and Reasons

85. The matter for determination is focused. It is agreed that the level of rent arrears due in terms of the lease is £18,000.
86. The Tribunal considered that, for it to hold that all or part of the unpaid rent does not fall due, it would require to find that, on the balance of probabilities, the Respondents were entitled to withhold all or some of the rent.
87. The Applicant's position is that the sum of £18,000 is due to be paid although she has an *esto* position that, if the Tribunal considers that some of the rent should be abated it is conceded that this could be as much as twenty percent of the outstanding sum of £18,000.
88. The Respondents' position is that the condition of the Property is such that they should not be required to pay any sum to the Applicant.
89. The Respondents previously represented that the rent due to the Applicant was being retained in a separate bank account. This was stated by Ms Stevenson at a case management discussion on 20th August 2020. Directions were made on 20th August and 5th October both 2020 which required the Respondents to produce vouching in respect of the rent being retained and these had not been complied with.
90. The Respondents' position as stated at the Hearing is that only £3000 is in a separate savings account in the name of Ms Crone. It did not enhance the credibility of the Respondents that they did not respond to the Directions, that Ms Crone professed not to open mail so did not know if she received bank statements and that Ms Stevenson's position was that they had been too busy to comply with the Directions. It was also somewhat unusual that Ms Stevenson thought that rent was being set aside and now discovers that it had not been other than the sum in the savings account for which no statement was produced.
91. Reference in the Respondents' representations to the case of *Renfrew District Council v. Gray* was appropriate. This was a case in which a tenant withheld rent for a period during which the property leased was in such a bad state of repair as to be uninhabitable albeit that the tenants continued to remain in occupation. The Sheriff Principal in the case held that a tenant should not be expected to "pay for the benefits of occupancy which were assumed by the contract of lease and which he did not in fact enjoy."
92. The Tribunal had regard to the case of *MacLeod v Alexander* 2000 Hous.L.R.136 which, although not binding on it, was useful. In that case a landlord was not able to recover rent for a period in which she had been put on notice that repairs required to be carried out to a property.

93. The Tribunal was required to have regard to the condition of the Property in determining whether or not rent was due but the question for determination was whether or not the Applicant firstly had notice of any defects and secondly had a reasonable opportunity to carry out repairs.
94. Mr Hanif accepted that his client had notice about the water leaking through the kitchen ceiling. The Tribunal accepted the evidence of Mr Singh that the source of the leak had been found and repaired. An old cast iron pipe had been replaced. It was also accepted that work required to be done to finish the repair. The kitchen ceiling has still not been made good.
95. There was then a divergence in evidence. The Applicant's position was that her tradesperson was not given access to complete the repair and the Respondents' position was that they had not impeded this. The Tribunal preferred the evidence of the Applicant and Mr Singh. It seemed not credible that, if the Respondents had been facilitating access, the Applicant would have instructed a letting agent to try and effect access and would then have instructed solicitors and eventually make an application to the Tribunal for assistance.
96. The email exchanges which Ms Stevenson lodged in the course of the Hearing to support her position did anything but. They demonstrated a succession of failed attempts by the letting agent to get access to the Property.
97. Letters sent to the Respondents by the Applicant's solicitors which sought access were also supportive of the position that there was difficulty in getting access to the Property.
98. Rent was not paid on 1st September 2018 and has not been paid since. The Respondents produced no evidence to support that they had given notice about repairs other than the toilet and leak before the letter from Govan Law Centre in March 2020.
99. The Tribunal considered that, in considering the totality of the evidence, there may well have been repairs issues in the Property but, in respect of the ones known to the Applicant, she had not been given access to deal with them. In relation to the repairs detailed in Govan Law Centre's letter of 2nd March 2020, this was at a point where rent had not been paid for the previous eighteen months and the rent was, by that point, in arrears by almost £11,000.
100. It seemed to the Tribunal neither to be fair or equitable that a landlord has rent withheld without specific intimation why this is being done and in circumstances where she is not afforded the opportunity to deal with any repair issues.

- 101.** The Tribunal did not accept the evidence of the Respondents in relation to intimation of repairs issues to the Landlord. It preferred the evidence of the Applicant and Mr Singh. The letters from the Applicant's solicitor to the Respondents and the email exchanges between the Respondents and the letting agent were also supportive of the Applicant's position that she could not get access to the Property to have repairs carried out.
- 102.** The Tribunal noted that, at the most recent case management discussion, a decision had been taken that consideration of this application should be conjoined with the repairing standard application because it was considered that an inspection of the Property would assist determination of the application for an order of payment. The Tribunal considered that, even if the repairing standard was found not to be met, it did not necessarily follow that the Respondents would be entitled to withhold rent. The Tribunal considered that, before it addressed whether or not it was appropriate for a tenant to withhold rent, the threshold for intimation of defects in the Property would have to be crossed. The Tribunal determined that the Respondents had failed to provide convincing evidence that they had informed the Applicant of the repairs issues and that they had been willing to facilitate access to the Property.
- 103.** The Tribunal considered the esto position of the Applicant. It noted the Applicant's willingness to effectively reduce the sum claimed by £3,600 but it did not consider that there was a sustainable argument to support that. The Tribunal found that the Respondents had not properly intimated all the repairs which they considered required to be carried out and had not allowed access to the Property to allow the Applicant to deal with the repairs which she did know about.
- 104.** In arriving at its determination of the application, the Tribunal had regard to the video and photographic evidence lodged by the Respondents.
- 105.** The Tribunal determines that rent of £18,000 properly due to the Applicant by the Respondent has not been paid and accordingly makes an order for payment for that sum.

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.

**Martin J. McAllister,
Legal Member
21st May 2021**