

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/18/0779**

**Re: Property at 17 Wrightfield Park, Maryburgh, Ross-shire, IV7 8ER (“the Property”)**

**Parties:**

**Mr William Rainnie, Glentoin, Dunglass Road, Maryburgh, Ross-shire, IV7 8ET (“the Applicant”)**

**Mr Robert Kostrzewa, Ms Roksana Jazwicz, 10 Peffery Road, Dingwall, Ross Shire, IV15 9PW (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of £874.12, being rent due by the Respondents to the Applicant under a short assured tenancy between the parties.**

**Background**

- 1. By application to the Tribunal dated 3<sup>rd</sup> April 2018 the Applicant sought an order for payment of rent arrears against the Respondents.**
- 2. Following submission of the application, a Case Management Discussion was scheduled for the 8 August 2018 at Jurys Inn, Millburn Road, Inverness.**
- 3. Copies of the applications together with supporting documentation and notification of the Case Management Discussion were served on the Respondents by Sheriff Officers on 6<sup>th</sup> July 2018**

## **The Case Management Discussion**

4. The Case Management Discussion took place on 8 August 2018. The Applicant and the Respondents were present. The Second Named Respondent confirmed she would translate on behalf of the First Named Respondent and that she was satisfied that she could understand and participate in the proceedings.
5. The Applicant addressed the Tribunal. He advised that the Respondents had moved into the property in January 2018 but had run into difficulties early on in the tenancy. He had assisted the Second Named Respondent in seeking advice from the Council however there had been issues in that she was not entitled to benefits and thereby considered not eligible for housing. He had initially agreed with the Respondents a date for them to leave the property but due to the difficulties with rehousing that had not transpired. As a result the Applicant had reluctantly taken formal action through the Tribunal to recover the property and the outstanding rent arrears. The Respondents had eventually obtained housing and vacated the property on 3<sup>rd</sup> May 2018. The Applicant explained that the Respondents had offered payment at the rate of £80 per month however this arrangement had not been maintained. The outstanding balance of rent arrears was £874.12.
6. The Second Named Respondent addressed the Tribunal on behalf of herself and the First Named Respondent. She confirmed that arrears in the sum of £874.12 were due and that this was not in dispute. She had sought benefit advice but had been told she had no entitlement. Presently she was off work due to sciatica problems and was due to give birth in the near future. The First Named Respondent was in employment earning £900 per month. The rent for their new tenancy was £590 per month, plus bills. They could not afford to pay £90 per month but offered £40 per month as an alternative.
7. Discussion then took place with the Applicant and Respondents regarding a reasonable payment plan. The Applicant confirmed he would be willing to accept the Respondent's offer of £40 per month.

## **Findings in Fact**

8. The parties entered into a Short Assured Tenancy Agreement dated 7 January 2018 in respect of the Property.
9. The term of the tenancy was 8 January 2018 to 8 January 2019.
10. In terms of the said Tenancy Agreement the Respondents agreed to pay rent of £575 per month.
11. The tenancy was terminated by mutual agreement between the parties on 3 May 2018 and the Respondents vacated the property.
12. The Respondents are in arrears of rent lawfully due in the sum of £874.12.

## Reasons for Decision

13. Having considered the terms of the application and the verbal submissions from the Applicant and Respondents the Tribunal was satisfied at the Case Management Discussion that it was able to make sufficient findings to determine the case without a hearing and that to do so would not be prejudicial to the interests of the parties.
14. It was clear from the submissions of the parties that there was no dispute as to the outstanding arrears. Whilst there were mitigating circumstances as to why rent had not been paid, ultimately the Respondents had accepted liability and were willing to make arrangements to pay the outstanding amount. Accordingly, the Tribunal considered it had no option but to make the order sought by the Applicant.
15. Whilst the Tribunal cannot impose a time to pay condition as the legislation pertaining to its jurisdiction and rules of procedure would not permit this, it did note the Respondent's offer of payment and would expect this to be honoured. By making the order the Applicant has the right to enforce payment of the full amount in the event that the payment agreement is not adhered to.

## 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.

Ruth O'Hare

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Legal Member/Chair

8/8/18  
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Date