



**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**

Chamber Ref: FTS/HPC/CV/18/1859

Re: Property at 56 Chapel Street, Lochgelly, Fife, KY5 9HX (“the Property”)

Parties:

Mr Ali Akhtar, 79 Woodmill Crescent, Dunfermline, KY11 4AN (“the Applicant”)

**Miss Abigail Jennifer Gray, formerly residing at 56 Chapel Street, Lochgelly,
Fife, KY5 9HX and now at 25 Burnside Place, Kelty KY4 0EA (“the Respondent”)**

Tribunal Members:

Graham Harding (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant was entitled to an order for payment by the Respondent in the sum of £2688.72

Background

1. By application dated 20 July 2018 the Applicant applied to the Tribunal for an order for payment in respect of rent arrears due by the Respondent for her tenancy of the property said to amount to £2553.22. The Applicant provided a copy of the tenancy agreement and a copy of a statement of account for the period from the commencement of the tenancy on 14 September 2017 to the period ending 31 August 2018.
2. By Notice of Acceptance dated 6 August 2018 a legal member of the Tribunal with delegated powers accepted the application and a Case Management discussion was fixed.
3. Intimation of the Case Management Discussion was given to the Applicant’s representatives Jackson Boyd LLP, Solicitors, Glasgow by post on 5

December 2018 and to the Respondent by Sheriff Officers on 6 December 2018.

Case Management Discussion

4. A Case Management Discussion was held on 7 January 2019 at Fife Voluntary Action, 16 East Fergus Place, Kirkcaldy. It was attended by the Applicant's representative Mr Gavin Marshall of Jackson Boyd LLP and by the Respondent supported by her mother-in-law Mrs Marie Lambert.
5. At the commencement of the discussion Mr Marshall produced an up to date schedule of the rent arrears which showed the rent due up to the date when the Respondent moved out of the property to be £4088.72. He sought to have the sum claimed amended to this amount. It was explained to him by the Tribunal chairman that the procedure rules did not currently provide for such an amendment.
6. The Respondent accepted that she had now vacated the property and had moved out on 13 December 2018. She also accepted that the Applicant was entitled to payment of rent for the period that she had been in occupation of the property. She went on to explain that she had lost her job through being on long term sickness and had been in receipt of Housing benefit that had not covered all the rent. The benefit had been paid directly to herself and not her landlord and she had to use the money to pay for gas and electricity. There had been a problem with a leak in the property that had caused damage to the property below. This had resulted in an insurance claim involving the replacement of flooring in her kitchen and bathroom. The work had been supposed to take two weeks to be completed but had in fact taken three months. The Respondent said she had been unable to live in the property from about the beginning of July until October some three months. The Respondent said she would be prepared to pay the sum sought by the Applicant less three months rent and less the one month's deposit that had been released by Safe Deposits Scotland to the Applicant. The Respondent also indicated that she was consulting with the Citizens Advice Bureau with a view to applying to make herself bankrupt.
7. The Applicant's representative sought a short adjournment to take his client's instructions and this was granted.
8. On re-convening the discussion Mr Marshall confirmed his client's acceptance of the Respondent's offer to make payment of the sum of £2688.72.
9. Given there was agreement between the parties the Tribunal granted the Applicant an order for payment by the Respondent in the sum of £2688.72.

Findings in Fact

10. The Parties entered into a Short Assured tenancy Agreement that commenced on 14 September 2017 and endured for a period of six months and continued thereafter from month to month.
11. The monthly rent was £350.00 and the Respondent paid a deposit of £350.00 at the commencement of the lease.
12. The Respondent vacated the property on 13 December 2018. At that time the arrears of rent amounted to £4088.72.
13. The Respondent was unable to occupy the property for a period of about three months between July and October 2018 during which repairs were being carried out to the property. During that time it was agreed between the parties that the Respondent did not need to pay any rent.
14. Following her departure from the property it was agreed between the Respondent and the Applicant and Safe Deposits Scotland that the Respondent's deposit be paid to the Applicant.
15. The total sum left due by the Respondent as agreed between the parties amounts to £2688.72.

Reasons for Decision

16. Although there was no provision within the rules as they presently stand for the sum claimed to be increased both parties were in agreement that it would be expeditious to try to resolve all outstanding issues if possible. The parties were in agreement that after taking account of the deposit to be returned to the Applicant and the allowance for the period when the Respondent was unable to occupy the property due to repairs being carried out the sum due by the Respondent to the Applicant amounted to £2688.72 and the Tribunal therefore made an order for payment of that amount.

Decision

17. After considering the representations made on behalf of both parties the Tribunal made an order for payment by the Respondent to the Applicant in the sum of £2688.72.

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

