



Decision and 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/18/0564

Re: Property at 2 Shielhill Crescent, Aberdeen, AB23 8FQ (“the Property”)

Parties:

Mrs Sau Tang, 7 King Roberts Place, Aberdeen, AB23 8FD (“the Applicant”)

Mr James Billingham, Mrs Lynne Billingham, (“the Respondents”) now of 105 Goodhope Park, Porter House, Bucksburn, Aberdeen AB219PH.

Tribunal Member:

Valerie Bremner (Legal Member)

Decision (in absence of the second Respondent)

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

Background

The Tribunal considered an application dated 5th March 2018 brought in terms of Rule 70 (Application for civil proceedings in relation to an assured tenancy under the Housing (Scotland) Act 1988) of the First -Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended.

The Applicant provided the Tribunal with a copy of the tenancy agreement and a schedule of account of rent paid in respect of the tenancy giving details of arrears up to 17 April 2018, the date when the agreement ended.

Summary of Discussion

The Applicant who is the landlord of the property did not attend the Tribunal but was represented by Mr Stuart and Mrs Spence of Belvoir Lettings. The Respondent James Billingham was present on behalf of both Respondents and parties were in a position to proceed.

Mr Stuart confirmed that he represented the original landlord Mr Tang and the landlord in relation to this tenancy agreement Mrs Tang. Mr Billingham was aware of the involvement of both parties and took no issue with these details. Mr Billingham provided the Tribunal with an up to date address for both Respondents.

All parties had the tenancy agreement and schedule of rent showing arrears and agreed that the schedule of rent was accurate up to the end of the agreement save for one payment made by way of Housing Benefit directly to the Applicant's representatives in the sum of £566.78 on behalf of the Respondent on or about 27th April 2018.

Parties were in agreement on the facts and the amount of rent lawfully due after deduction of the Housing Benefit payment.

The Applicant sought a payment order for £2862.03 being unpaid rent lawfully due to the Applicant. This was not opposed by the Respondent who agreed the money was owed.

The issue of the deposit paid and currently held by a third party was raised by the Respondent and after discussion the Tribunal indicated that this was a matter to be discussed and agreed between parties and was not before the Tribunal as part of any rent lawfully due.

Statement of Reasons

The Tribunal was satisfied on the information before it that the sum of £2862.03 in unpaid rent is lawfully due in terms of the tenancy at 2 Shielhill Crescent, Aberdeen, AB23 8FQ by the Respondents to the Applicant and that there were no reasons presented before the Tribunal to suggest such an order should not be made.

Decision

The Tribunal makes a payment order of £2862.03 against both Respondents in favour of the Applicant.

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.

Valerie Bremner

Legal Member

27 April 2018.

Date