



**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/19/0705**

**Re: Property at 4 Rowan House, Prestwick, KA9 2AR (“the Property”)**

**Parties:**

**Ms Angela Bruce, 23 Poplar Way, Ayr, KA7 3PQ (“the Applicant”)**

**Miss Kirstyanne Mackie, Mr Ryan Brown, 59A Annanhill Avenue, Kilmarnock, KA1 2PD (“the Respondents”)**

**Tribunal Members:**

**Melanie Barbour (Legal Member)**

**Decision**

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

**Background**

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £2189.33 to the Applicant in relation to rent arrears due by the Respondents.
2. The application contained:-
  - a copy of the tenancy agreement,
  - a copy of the Respondents rent statement, and
  - a copy of bank statements
3. The Applicant appeared with a supporter, Shona Smith. Both of the Respondents were in attendance.

4. Notice of the Hearing had been served on the Respondents by sheriff officers on 9 April 2019. The parties all confirmed that they had had a chance to read through the application paperwork.

### Hearing

5. The Applicant advised that the Respondents had moved into the Property in January 2018. They received universal credit for the rent and there was also a top up of £50 per month. She advised that while the universal credit was paid to her direct, she never received the top up payment of £50. In December 2018 she did not receive the universal credit payment and contacted the Respondents about this. They advised her that the Property was too expensive and they wanted to move. She advised them that they had to give her 28 days notice. She advised that they were still in the Property in January, February and March 2019. She asked them when they were moving. She then issued them with a notice to leave and it became live on 4 February 2019.
6. She was advised that they continued to advise that they still had items and furniture within the Property and they couldn't afford a van to move it. The keys were returned to her on 14 March 2019. On 27 March 2019 the Applicant hired a van and moved the furniture herself and took it to the Respondents in Kilmarnock.
7. She advised that the Respondents contacted her on 10 April 2019 and offered to pay her £100 and £50 per month for the outstanding sum if she withdrew the tribunal proceedings; she advised them that she would not agree to do so but would let the tribunal know if they made any payments. They have not made any payments.
8. The Respondents advised that they did not dispute what the Applicant said. They agree that they were in the Property until the end of March. They agreed that they had left items in it, they advised that they were unable to arrange to get anyone to help them move.
9. The Respondents confirmed that they were not disputing order sought in the application however they wished to offer repayment by way of instalments of £100 per month (they would each pay £50 per month) .

### Findings in Fact

10. The Tribunal found the following facts to be established:
11. A tenancy agreement was entered into between the Applicant and the Respondents for the Property and existed between the parties. It was entered into on 1 January 2018.

12. Clause 7 in the tenancy agreement provided that rent was £475 per calendar month. The first rental payment was due on the 1 January 2018 and thereafter on each Monday of the fourth week thereafter.
13. That the rental statement showed amounts due each month, amounts received, and rent outstanding.
14. That the rental statement showed total rent arrears outstanding as at 1 March 2019 being £2189.33.
15. That it appeared that there had been no payments towards the rent arrears other than those shown on the rent statement.

#### Reasons for Decision

16. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from private residential tenancies.
17. As this tenancy is a private residential tenancy I am content that I have jurisdiction to deal with this case.
18. The Respondents were both in attendance and they both confirmed that they were not disputing the sum sought by the Applicant.
19. The tenancy agreement created obligations between the parties, one of those obligations was to pay rent, and the Respondents have failed to do so. There was submitted a rental statement showing the arrears due and additional information provided today by the Applicant was that there had been no further payments towards the rent arrears and this was therefore the sum still outstanding.
20. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for.

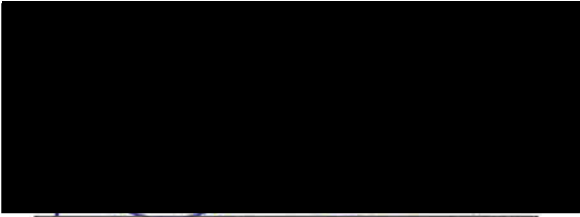
#### Decision

21. I grant an order in favour of the Applicant for TWO THOUSAND ONE HUNDRED AND EIGHTY NINE POUNDS AND THIRTY THREE PENCE (£2,189.33) STERLING against the Respondents.

#### **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.**



**Legal Member/Chair**

30. 4. 19

**Date**