



**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/20/0211

Re: Property at 12 Silverwalk, Annan, DG12 5DX (“the Property”)

Parties:

Mr Brian Jardine, Omond, Stapleton Road, Annan, DG12 6LE (“the Applicant”)

**Miss Kerrie Louise Kerr, 40 Waterfoot Road, Annan, DG12 6BY (“the First
Respondent”)**

**Mr Terry Taylor Rennie, 8 Howgate Street, Dumfries, DG2 7AE (“the Second
Respondent”)**

Tribunal Member:

Melanie Barbour (Legal Member)

Summary of Discussion

Background

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 70 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 £1325 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 rent statement
3. Two earlier case management discussions had taken place on 27 August and 20 October both 2020. Reference is made to the terms of those Notes. The Applicant attended the earlier case management discussions. The first respondent had not attended either of these meetings; she had however

submitted written representations accepting liability for the rent arrears and offering to repay them at £30 per month. The second respondent had instructed a solicitor, Miss Raymond, from Messrs Pollock & McLean who appeared on his behalf. The second respondent admitted liability for the rent arrears; and offered to repay one half of the outstanding rent liability at the rate of £30 per calendar month. The second respondent sought clarification and a breakdown of the rent arrears; this information was to be provided in a rent statement to be provided by the Applicant. The Applicant did not submit a rent statement prior to the second case management discussion as directed to do, he advised that he considered that the copy of the hand written rent book provided sufficient information to allow parties to understand what rent arrears were due. He confirmed that the outstanding rent due amounted to £1325.

4. Ms Raymond offered to seek instructions from the Second Respondent to ascertain if he was prepared to accept the rent arrears due on the basis of the paperwork before the tribunal, if a short continuation was allowed.
5. The case management discussion was adjourned in order for Ms Raymond to seek these instructions.
6. Ms Raymond confirmed by email on 22 October 2020 that the Second Respondent accepted that the amount of the total rent arrears were £1325. That he also accepted liability for one half of the rent arrears; and offered to repay one half of the rent arrears at a rate of £30 per calendar month.
7. As both respondents had provided written confirmation that they accept the rent arrears due. As each respondent offered to repay one half of the rent arrears at a rate of £30 per calendar month. As the Applicant has previously advised that an offer from each respondent to repay the arrears at a rate of £25 per month this would be acceptable. Then I consider that I am entitled, having regard to tribunal rule 18 "*power to determine the proceedings without a hearing*", to proceed to determine the matter without any further hearing being required.

Findings in Fact

8. The Tribunal found the following facts to be established:
9. A tenancy agreement was entered into between the Applicant and the Respondents for the property. It commenced on 1 June 2016.
10. That the tenancy came to an end on 24 November 2016.
11. Clause 3 of the tenancy agreement provided that rent was £250 per fortnight. Rent was payable in advance.
12. Rent arrears accrued from around 22 July 2016.

13. The rent book was dated from 20 May 2016 until 22 December 2017 and showed fortnightly dates, rent due, date rent received, amount paid and rent arrears.
14. That rent arrears in respect of the property totalled £1,325.00.

Reasons for Decision

15. Section 16 of the Housing (Scotland) Act 1988 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from assured tenancies.
16. As this tenancy is an assured tenancy, I am content that I have jurisdiction to deal with this case.
17. The tenancy agreement created obligations between the parties; one of those obligations was to pay rent, the Respondents had failed to do so.
18. Both Respondents did not dispute the rent arrears. Each offered to enter a time to pay arrangement of £30 per month. Each accepted responsibility for their one half of the rent arrears. I note that the tenancy agreement provides that the landlord lets it to the tenants jointly and severally. I consider therefore that the landlord is entitled to seek the whole rent arrears from either respondent. That said each respondent would have a right of relief against the other, where that one respondent had repaid any sum in excess of their one-half rent liability.
19. Accordingly, I found that rent arrears totalling £1325 were due and owing to the Applicant by the Respondents; and that a time to pay order should be made repaying the rent arrears at a rate of £30 per month by each Respondent.
20. Based on the evidence submitted and having regard to all papers submitted including the application, I consider that I should grant a payment order for the sum of £1325 with a time to pay order attached.

Decision

21. I grant an order in favour of the Applicant for the Sum of ONE THOUSAND THREE HUNDRED AND TWENTY FIVE POUNDS (£1,325) STERLING against the First and Second Respondents; with a time to pay order that each Respondent will repay the sum at £30 per month.

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.

Melanie Barbour

Legal Member/Chair

—

28 October 2020
Date