

Housing and Property Chamber
First-tier Tribunal for Scotland



**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/18/2730

**Re: Property at Flat 11 180 Dukes Road, Burnside, Glasgow, G73 5AD (“the
Property”)**

Parties:

**Lowther Homes Limited, 25 Cochrane Street, Glasgow, G1 1HL (“the
Applicant”)**

**Ms Carolyn Clark, Flat 11 180 Dukes Road, Burnside, Glasgow, G73 5AD (“the
Respondent”)**

Tribunal Members:

Alison Kelly (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment in the amount of £5660 should
be made.**

Background

The Applicant lodged an Application for payment against the Respondent in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules 2017 (“the Rules”).

Along with the Application the Applicant lodged:

1. Copy of the Applicant’s style Tenancy Agreement
2. Copt AT6
3. Copy section 11 Notice
4. Copy Rent Statement

It was explained in the Application that the Applicant had acquired the property on 23rd October 2015 with the Respondent as a sitting tenant. No copy of the Tenancy

Agreement had been provided to them and the Respondent had not signed a new one.

Case Management Discussion

The Applicant was represented by one of their in house solicitors, David Adams. The Respondent was personally present. The Chairperson explained the purpose of a Case Management Discussion in terms of Rule 17 of the Rules.

Mr Adams moved for an order for payment of the outstanding rent arrears. He submitted and up to date Rent Statement. He told the Tribunal that as the date of service of the AT6 the arrears stood at £3950. As at today's date the arrears stood at £5660.

The Respondent was asked for her comments. She said that she accepted the amount of arrears which were due. She had buried her head in the sand about the situation. The Tribunal asked about her income/benefits position. She said that she had applied for Housing Benefit in October 2017, but had not had a decision until May 2018. She could only have a backdating of 4 weeks. She took responsibility for the situation. She was now receiving Universal Credit. The Chairperson asked if that contained a Housing Benefit element, and the Respondent confirmed that it did. The Chairperson commented that she couldn't see any payments from Housing Benefit on the Landlord's rent statement. The Respondent said that the money had been paid to her direct and she had used it otherwise.

Findings In Fact

1. The Applicant and Respondent have a landlord/ tenant relationship in relation to the property.
2. The Respondent is due to pay rent at the rate of £550 per month.
3. At the date the AT6 was served the arrears stood at £3950.
4. At today's date the arrears stood at £5660.

Reasons For decision

The sum due by the respondent is £5660.

Mr Adams asked for interest to be added to the award in terms of the contractual rate contained in the style Tenancy Agreement he had lodged, The Chairperson pointed out that the Respondent had never signed the new Tenancy Agreement. The Respondent said that she had a copy of the original Tenancy Agreement with her. This was produced and was read by the Chairperson and by Mr Adams. There was no contractual provision therein for interest on arrears, and Mr Adams did not press further for interest to be added.

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.

Alison Kelly

Legal Member/Chair

J

Date

10/12/18

*Insert or Delete as required