



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 18(6) of the Housing  
(Scotland) Act 1988**

**Chamber Ref: FTS/HPC/EV/18/0127**

**Re: Property at Flat 1/2, 5 Lawn Street, Paisley, PA1 1HA (“the Property”)**

**Parties:**

**Link Housing Association Ltd T/A Link2Let, Link House, 2c New Mart Road,  
Edinburgh, EH14 1RL (“the Applicant”)**

**Mr Steven Gray, Ms Danya Gray, Flat 1/2, 5 Lawn Street, Paisley, PA1 1HA (“the  
Respondent”)**

**Tribunal Members:**

**Eleanor Mannion (Legal Member) and Leslie Forrest (Ordinary Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Applicants are entitled to the order for recovery  
of possession.**

- **Background**

An application was lodged by Link Housing Association Limited t/a Link2Let (the Applicants) seeking an order to evict the Respondents, Mr Steven Gray and Mrs Danya Gray from the property at 1/2 5 Lawn Street, Paisley, PA1 1HA. A short assured tenancy was entered into as between the above parties with a commencement date of 8<sup>th</sup> June 2015 to end on the 13<sup>th</sup> December 2015 and continuing thereafter monthly until ended by either party. The Tribunal intimated the application to the Respondents on 18<sup>th</sup> March 2018 and advised them of the date, time and place of today’s hearing. In that letter, the Respondents were advised that any written representations they wished to make should be sent to the Tribunal by 5<sup>th</sup> April 2018. No written representations were received by the Tribunal. The Respondents were also told that they required to attend the hearing and were informed that the

Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair.

- The Hearing
- The hearing took place in the absence of the Respondents. The Applicants were represented by Ms Keri Preece, Solicitor from Harper McLeod LLP. Gillian Halas, Link2Let Officer was also in attendance on behalf of the Applicants and available to answer any questions the Tribunal might have. Ms Preece confirmed that the Landlord in question was Link Housing Association Limited t/a Link2Let having a registered address at 2c New Mart Road, Edinburgh, EH14 1RL. The Tribunal queried the name and address for the Landlord as contained in the Section 11 notice as this appeared to differ. Ms Preece confirmed that the registered address of the Landlord is 2c New Mart Road, Edinburgh, EH14 1RL, consistent with the short assured tenancy agreement and the other notices lodged. She advised that the address Watling House, Callendar Building Park, Callendar Road, Falkirk, FK1 1XR as set out in the Section 11 notice is the correspondence address for the company. This is consistent with both the witnessing of the short assured tenancy and noted email correspondence as between the Applicant and Respondents.
- Ms Halas advised the Tribunal that Mr Gray of the Respondents telephoned the Applicant on or around the 30<sup>th</sup> October 2017 to advise that he had separated from his wife, Mrs Gray and wished to move out of the property. Ms Halas advised that Mr Gray informed her that Mrs Gray had already moved out of the property. She advised that she went on to explain to Mr Gray the procedure for terminating the tenancy. Arrangements were made to attend at the property to complete a pre-termination meeting and inspection. This meeting, to take place at the property initially on the 8<sup>th</sup> November 2017 was cancelled by Mr Gray and a further meeting scheduled to take place on the 13<sup>th</sup> November 2017. There was no attendance by either Mr or Mrs Gray at this meeting on the 13<sup>th</sup> November 2017. Attempts were made to contact both parties by telephone. Ms Halas spoke to Mr Gray who advised he was at his mother's house and would not be attending the meeting. Ms Halas advised Mr Gray that without signing termination paperwork, the tenancy would continue. On the same date, Ms Halas emailed Mr Gray furnishing him with a termination form. This email was made available to the Tribunal. A further email of the 4<sup>th</sup> December 2017 was sent to both Respondents advising that the tenancy was still active and accruing rent. This email was also made available to the Tribunal. The Applicant advised that they received no response to these emails.
- Ms Preece confirmed that on the 5<sup>th</sup> December 2017 the Applicants served upon the Respondents by way of sheriff officers a Notice to Quit, AT6 and Section 33 Notice. On the same date, the Applicants sent a further letter to the Respondents, also by sheriff officers advising that as the tenancy had not been formally terminated, it would be necessary to raise court proceedings. This letter also referred to the outstanding rent arrears which at that point amounted to £1797.11. On questioning, Ms Preece advised that the Applicants served both the AT6 and Section 33 Notice simply for the sake of completeness and that they were not relying upon the Section 33 notice, but

rather craving an order pursuant to Section 18(6) of the Housing (Scotland) Act 1988. Their application was based on Grounds 8, 11 and 12 within Parts 1 and 2 Schedule 5 of the 1988 Act.

- Ms Preece presented the rent account and explained the various entries thereon. The monthly rent was initially set at £421.07. This increased to £427.13 on 1<sup>st</sup> April 2016 and again to £438.20 on the 1<sup>st</sup> April 2017. Ms Halas confirmed to the Tribunal that on each occasion when the rent was increased, one months' written notice was provided to the Respondents consistent with Clause 4.2 of the Short Assured Tenancy. Ms Preece confirmed that at various points the Respondents fell into arrears in their rent. At the 1<sup>st</sup> November 2017, the rent was in arrears to the amount of £1,797.11. This represents over 4 months' rent.
- Before coming to their decision, the Tribunal took a short adjournment to check with the administration as to whether any contact had been made by the Respondents to ensure that the overriding objective of the Tribunal rules was complied with. No contact having been made, either on today's date or during the process itself, the Tribunal was satisfied that it had all available evidence before it to come to a decision.
- Findings in Fact
- The Respondent entered into a tenancy agreement on 8<sup>th</sup> June 2015. The tenancy is a short assured tenancy. The rent was set at £421.07 per calendar month. This increased to £427.13 per calendar month on 1<sup>st</sup> April 2016 and again to £438.20 per calendar month on the 1<sup>st</sup> April 2017.
- The Applicants served notice on the Respondent on 5<sup>th</sup> December 2017 of their intention to raise proceedings to recover possession of the property in terms of Grounds 8, 11 and 12 to Schedule 5 of the Housing (Scotland) Act 1988, indicating that proceedings would not be raised before 21<sup>st</sup> December 2017.
- The rent arrears due as at the date of service of the AT6 amounted to £2,235.31 and as at today's date amounted to £2,673.51.
- Reasons for Decision
- One of the grounds relied upon by the Applicants is ground 8, which is mandatory. The tribunal was satisfied that the test for ground 8 was met in respect that there were more than 3 months' rent arrears due as at the date of service of the AT6 and the date of the hearing.
- Decision
- The order for recovery of possession was granted.

## 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.

E Mannion

\_\_\_\_\_  
Legal Member/Chair

\_\_\_\_\_  
Date

11/4/18