



Decision 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/23/0093

Re: Property at Flat J, 14 Stevenston Street, Motherwell, ML1 4RQ (“the Property”)

Parties:

Greystone Asset Management Ltd, 362 Derby Street, Bolton, BL3 6LS (“the Applicant”)

Mr Matthew Dean Bainbridge-Dudley, Flat J, 14 Stevenston Street, Motherwell, ML1 4RQ (“the Respondents”)

Tribunal Members:

Nicola Irvine (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicant in the sum of £5,730 with interest at the rate of 3% from today until payment.

Background

1. The Applicant submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicant sought an order for payment in respect of rent arrears said to have been incurred by the Respondent.
2. By decision dated 17 March 2023, a Convenor of the Housing and Property Chamber, having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. The Notice of Acceptance was intimated to the Applicant’s representative on 24 March 2023. The Tribunal intimated the application to the parties by letter of

20 April 2023 and advised them of the date, time and conference call details of today's case management discussion ("CMD"). In that letter, the parties were also told that they required to take part in the discussion 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 Respondent was invited to make written representations by 11 May 2023. No written representations were received.

4. On 16 May 2023, the Tribunal received an email from the Applicant's representative which contained an application to amend the sum sued for to £5,730 plus interest. That application was intimated to the Respondent.

The case management discussion

5. The CMD took place by conference call. The Applicant was represented by Mr Jarvie and the Respondent joined the conference call. This case called alongside a related case which proceeds under chamber reference FTS/HPC/EV/23/0092. The Applicant's representative moved to amend the sum sued for to £5,730 plus interest. He advised that the last payment made by the Respondent towards the rent account was on 6 June 2022 in the sum of £175. The Respondent did not accept that he owes rent arrears on the basis that after the joint tenant vacated the property, he was not given a new tenancy agreement. He accepted that the last payment made by him was on 6 June 2022 and did not dispute the accuracy of the rent statement. He confirmed that he continues to live in the property.

Findings in Fact

6. The parties entered into a private residential tenancy which commenced 2 October 2019.
7. The contractual monthly rent was £475 per month, in advance.
8. The Respondent incurred rent arrears of £5,730.

Reason for Decision

9. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the CMD. The Respondent did not accept that he owes rent arrears but erroneously proceeded on the basis that there was no tenancy agreement. The tenancy agreement which commenced 2 October 2019 did not terminate when the joint tenant left the property in July 2021. The tenancy agreement continued and the Respondent remained contractually bound to pay rent. The Respondent paid full rent until March 2022. That demonstrates that the Respondent was aware that the obligation to pay rent continued after the joint tenant vacated the property. After March 2022, the Respondent made some payments towards the rent account and the last payment made by him was in June 2022. The rent statement lodged discloses substantial arrears of rent due by the Respondent. The Respondent did not dispute the accuracy of

the rent statement. The Tribunal was satisfied that the Respondent has incurred rent arrears amounting to £5,730. The Tribunal exercised its discretion and awarded interest on the sum due at the rate of 3% per annum from today's date until payment.

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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.

Nicola Irvine

Legal Member/Chair

30 May 2023

Date