



**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/22/0653

**Re: Property at Flat 0/2, 184 Earl Street, Scotstoun, Glasgow, G14 0BU ("the
Property")**

Parties:

Mr Ian McCormick, 349 Alderman Road, Glasgow, G13 3SS ("the Applicant")

**Ms Zara Nolan and Mr Michael Nolan, Flat 0/2, 184 Earl Street, Scotstoun,
Glasgow, G14 0BU ("the Respondents")**

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision in absence of the Second Respondent, Mr Michael Nolan)

At the Case Management Discussion ("CMD"), which took place by telephone conference on 29 June 2022, the Applicant was in attendance and was represented by Miss Khan of Martin & Co. The First Respondent, Ms Zara Nolan, was not present but was represented by Ms Gill of Shelter. The Second Respondent, Mr Michael Nolan, was neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Second Respondent having received notice of the CMD and determined to proceed in the absence of the Second Respondent in terms of Rule 29.

Prior to the CMD the Tribunal had received two emails from the First Respondent's representative both dated 24 June 2022.

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

Background

The Tribunal noted the following background:-

- i. The Applicant leased the Property to the Respondents in terms of a Short Assured Tenancy Agreement ("the SAT) that commenced on 11 February 2012.
- ii. The rent payable in terms of the SAT is £425 per calendar month payable in advance on the 11th day of each month.

The Case Management Discussion

At the CMD the tribunal heard the following oral submissions:-

On behalf of the Applicant Miss Khan stated –

- i. That notwithstanding the date thereof the SAT was signed on 11 February 2012.
- ii. That the Respondents are still in occupation of the Property.
- iii. That as at the date of the application the rent arrears were £4,775.00.
- iv. That as at the CMD the rent arrears due are £5,175.00.
- v. That a payment of £1,300.00 was made towards the arrears on 9 March 2022.
- vi. That a payment of £200 was made towards the arrears on 25 June 2022.
- vii. That a payment proposal had been received from Shelter on behalf of the First Respondent on 28 June 2022 offering £50 to pay per month towards the rent arrears in addition to the ongoing monthly rent. Miss Khan had not been able to take the Applicant's instructions on that proposal.

On behalf of the First Respondent Ms Gill stated –

- i. That Shelter was only instructed on Friday 25 June 2022.
- ii. That a proposal was put to the Applicant's agent on Friday 25 June 2022 to pay the rent of £425 plus an additional £50 towards the rent arrears each month.
- iii. That an amended proposal was put to the Applicant's representative on the morning of the CMD to pay £280 on 8 July 2022 and thereafter £240 every fortnight.
- iv. That the First Respondent is being referred to a money and debt adviser.
- v. That there will be months where the First Respondent will make additional payments.
- vi. That the rent arrears may not be due as a result of outstanding repairs. Ms Gill does not have information on that. The First Respondent is looking through her paperwork and there has been no opportunity to investigate these.
- vii. That she resides in the Property alone. The Second Respondent has never lived there.
- viii. That she has two children under 12 years of age.
- ix. That she works part-time in McDonalds. She has a zero hours contract. Her wages are low at £390 every 2 weeks.
- x. That she is in receipt of Working Tax Credit, Child Tax Credits and Child benefit, amounting to £150 per week.
- xi. That the arrears accrued mostly from the first lockdown caused by the pandemic.

The Applicant stated –

- i. The First Respondent's payment proposal is not acceptable. Payment of the arrears will take too long.
- ii. That he believes the Second Respondent is living in the Property.
- iii. That the rent has remained at £425 per month since 2012 and has never been increased despite rental values now being much greater.
- iv. That every repair required has been carried out promptly.
- v. That a payment proposal had previously been sought and the Respondents would not engage with his letting agents, Martin & Co.

- vi. The Respondents have been abusive to Martin & Co.

Findings in Fact

The tribunal made the following findings-in-fact:-

- i. The Applicant leased the Property to the Respondents in terms of a Short Assured Tenancy Agreement ("the SAT) that commenced on 11 February 2012.
- ii. The rent payable in terms of the SAT is £425 per calendar month payable in advance on the 11th day of each month.
- iii. That notwithstanding the date thereof the SAT was signed on 11 February 2012.
- iv. That as at the date of the application (1 March 2022) the rent arrears were £4,775.00 for the period ending 10 March 2022.
- v. That a payment of £1,300.00 was made towards the arrears on 9 March 2022.
- vi. That a payment of £200 was made towards the arrears on 25 June 2022.
- vii. That as at the CMD the rent arrears due are £5,175.00.
- viii. That the payment proposal put to the Applicant's representative on behalf of the First Respondent, namely to pay £280 on 8 July 2022 and thereafter £240 every fortnight, is not reasonable having regard to the level of rent arrears accrued and the length of time needed for the arrears to be cleared.
- ix. That no issues of outstanding repairs are properly before the tribunal, no details of any alleged repairs having been provided, no information having been presented of the date or dates of intimation of the repairs to the Applicant or his letting agent or the periods allowed for the repairs to be effected or any default by the Applicant.
- x. That as at 10 March 2022 the rent arrears due by the Respondents were £3,475.00 (being £4,775 less £1,300 paid to account).
- xi. That the Applicant is entitled to an order for payment of rent arrears of £3,475.00

Reasons for Decision

The only attempt made by the First Respondent's agent to dispute the rent arrears was a wholly vague reference to "outstanding repairs" no details of which were provided. The tribunal asked when the alleged repairs were intimated to the Applicant, what period had been allowed for these to be remedied and for details of any ongoing default. No information was forthcoming.

The reference to "outstanding repairs" as a reason for the rent arrears accruing was also wholly inconsistent with the payment plans that the First Respondent had recently made.

The payment plans offered were not reasonable ones having regard to the rent arrears accrued and the period of time that would be required for the rent arrears to be cleared.

The payment of £1,300 made on 9 March 2022 was correctly offset against the rent arrears accrued to 10 March 2022 per the application, reducing the arrears as at that date to £3,475.00 and an order for payment was granted in that sum.

Decision

The Tribunal made an order for payment by the Respondent of £3,475.00.

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.

G. B

Legal Member/Chair

29 June 2022
Date