



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/0370

Re: Property at Flat 1/3, 1 Centurion Way, Glasgow, G3 8NT (“the Property”)

Parties:

Partick Works Ltd, 10 Mansfield Court, Glasgow, G11 5QP (“the Applicant”)

Ms Janice Green, Flat 1/3, 1 Centurion Way, Glasgow, G3 8NT (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of Eight thousand three hundred and seventy nine pounds and ten pence (£8379.10) against the Respondent

Background

- 1 By application dated 7 February 2022, the Applicant sought an order for payment in the sum of £7,183.92 against the Respondent. In support of the application the Applicant provided:-
 - (i) Short Assured Agreement between the parties dated 16 August 2013; and
 - (ii) Rent Statement showing arrears of £7,183.92 as at 1 February 2022.
 - (iii) Copy Correspondence between the Applicant’s Agent and the Respondent regarding rent arrears.
 - (iv) Copy excerpts from WhatsApp between the Applicant’s Agent and the Respondent regarding rent arrears.
- 2 In response to a request for further information from the Tribunal the Applicant confirmed that the Landlord Register had been updated to include the property,

the rent had increased by £124.21 over an eight year period in line with the Applicant's Rent Setting Policy and there were no service charges included in the sum sought. The Applicant further sought an increase in the sum claimed to £7,871.92 as at 1 March 2022 and provided a further rent statement to support this. A further rent statement was submitted on 14 April 2022 confirming an arrears balance of £8,566.92 as at 1 April 2022.

- 3 By Notice of Acceptance of Application the Legal Member of the Tribunal, with delegated powers from the Chamber President, determined that there were no grounds to reject the application. A Case Management Discussion was therefore assigned for 14 June 2022, to take place by teleconference due to the ongoing restrictions arising from the Covid-19 pandemic.
- 4 The application paperwork was served upon the Respondent by Sheriff Officers on 6 May 2022. The paperwork contained notification of the date and time of the Case Management Discussion together with instructions for joining the teleconference.
- 5 By email dated 10 May 2022 the Applicant submitted a further rent statement confirming arrears of £9,261.92 as at 1 May 2022. A copy of the correspondence was intimated upon the Respondent.

Case Management Discussion

- 6 The Case Management Discussion took place on 14 June 2022. The Applicant was represented by Ms Sarah Smith, an employee of the Applicant. The Respondent was not present.
- 7 The Legal Member explained the purpose of the Case Management Discussion. She noted that the application paperwork had been served upon the Respondent by Sheriff Officers, with details for joining the case conference. Accordingly the Legal Member was satisfied that the notification requirements had been complied with and determined to proceed with the Case Management Discussion in her absence.
- 8 As a preliminary point the Legal Member noted that the Applicant had sought permission to increase the sum claimed to £9,261.92. The request had been made timeously in accordance with the requirements of the First Tier Tribunal (Housing and Property Chamber) Procedural Rules 2017 and had been intimated upon the Respondent. On that basis, and in the absence of any objection from the Respondent, the Legal Member determined to allow the amendment.
- 9 Ms Smith confirmed that the tenancy had since ended. The Respondent had received a Notice to Leave and had left the property on the date it expired. The Respondent was aware of the proceedings and the Case Management Discussion as she had emailed Ms Smith about it. Ms Smith confirmed that the

Respondent had agreed that her deposit could be deducted from the arrears balance and that had reduced the arrears to £8379.10. The Applicant sought payment of that amount. Ms Smith advised that the Respondent had offered payments of £200 per month but that had not yet been agreed with the Respondent. Ms Smith understood she would be putting this forward to the Tribunal but it appeared she had not done so.

Findings in Fact

- 10 The parties entered into a Short Assured Tenancy Agreement which commenced on 20 August 2013.
- 11 In terms of Clause 5 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £613.79 per calendar month.
- 12 The rent has since been increased annually in accordance with Clause 5.2 of the said Tenancy Agreement and in line with the Applicant's Rent Setting Policy.
- 13 On 1 April 2021 the rent was increased to £688 per month.
- 14 On 1 April 2022 the rent was increased to £695 per month which is the current rent for the property.
- 15 As at 14 June 2022 the sum of £8379.10 in outstanding rent is due to the Applicant by the Respondent in terms of Clause 5 of the said Tenancy Agreement.
- 16 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

- 17 The Tribunal was satisfied that it could make a determination of the application at the Case Management Discussion and that to do so would not be detrimental to the parties. The Respondent had received proper notification of the Case Management Discussion but had not taken the opportunity to attend.
- 18 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £8379.10. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £695 per month and that rent had been increased appropriately in accordance with the terms of the tenancy agreement on an annual basis. There was nothing before the Tribunal to contradict the position put forward by the Applicant.

- 19 The Tribunal did note that the Respondent had offered payments of £200 per month towards the debt, however in the absence of a time to pay application before it the Tribunal considered it was unable to determine whether a time to pay order would be appropriate. Payment at the rate of £200 per month would take a period of approximately three and a half years which would ordinarily be considered unreasonable and in the absence of any further submissions from the Respondent on this matter the Tribunal was unable to determine whether there were circumstances to justify that an exception be made in this case.
- 20 The Tribunal therefore made an order for payment against the Respondent in the sum of £8379.10. It should be noted that the granting of the order does not prevent any ongoing discussions between the parties with a view to reaching agreement on payment of the debt.

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.

Ruth O'Hare

14/06/2022

Legal Member/Chair

Date