



**Decision with Statement of Reasons 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/EV/22/1099**

**Re: Property at 29 South Bridge Street, Airdrie, ML6 6JQ (“the Property”)**

**Parties:**

**Cetad Ltd, 11 Commerce St, Glasgow, G5 8AB (“the Applicant”)**

**Mr Angus O'Donoghue, 3 Hamilton Avenue, Glasgow, G41 4JG (“the Respondent”)**

**Tribunal Members:**

**Melanie Barbour (Legal Member) and Elizabeth Dickson (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it should make an order for payment for the sum of ELEVEN THOUSAND SIX HUNDRED AND NINETY ONE POUNDS AND SEVENTEEN PENCE (£11,691.17) STERLING.**

**Background**

1. Two applications were received under Rules 109 and 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking recovery of possession under a private residential tenancy by the applicant against the respondent for the Property; and an order for payment for unpaid rent and expenses.
2. The applications contained:-
  - a. a copy of a tenancy agreement dated May 2021,

- b. a copy of a notice to leave dated 12 October 2021 with evidence of service.
  - c. bank statements
  - d. a copy of a rent statement from 1/1/21 -1/10/21
  - e. letter from the applicant's lawyer to the respondent dated 12 October 2021
  - f. letter from JCR regarding the refurbishment of the property dated 18 May 2022
  - g. various invoices from the applicant's lawyer and sheriff officers regarding the application
  - h. copies of correspondence between the parties regarding the alleged rent arrears and damages
3. Both parties appeared at the case management hearing on 6 September 2022. Reference is made to the full terms of that note. At the CMD the tribunal determined that it would fix a hearing into both cases. A direction was issued. Both parties complied with the terms of the direction and lodged further productions in support of their position.
  4. The hearing was held over two days on 26<sup>th</sup> January 2023 and 25<sup>th</sup> April 2023.
  5. At the hearing for the applicant, Mr Cheshmehdoost and Ryan Malone appeared. Mr O'Donoghue, the respondent appeared alone on the first day and attended with his mother, Mrs Susan O'Donoghue as a supporter on the second day.
  6. On the day of the second hearing, the parties advised that the respondent had now vacated the property and the applicant was therefore no longer seeking an order for eviction, He confirmed that he was withdrawing this application for eviction. This was confirmed in writing.
  7. The respondent advised that he had left the property on 11 April and posted the keys on 14 April 2023. He notified the landlord that he was leaving on the 11<sup>th</sup> of April and emailed separately to advise. He had sent the keys back by in recorded first class mail.

8. At the case management discussion the applicant had confirmed that he was seeking an order for payment. In setting out his position, he confirmed the following matters :-
  - a. That the tenancy commenced on 10 January 2020
  - b. Rental was £495 per month
  - c. The parties to the agreement were Cedat and the respondent
  - d. The property was 29 South Bridge Street, Airdrie
  - e. That the tenancy agreement lodged stated that the start date was 10 May 2021, this was because the tenant had refused to sign a tenancy agreement and the landlord decided that one should be issued to provide both parties with a note of the terms and conditions of the tenancy
  - f. The applicant had not intended to be a landlord, and the house had been let as it was offered on a trial basis for the respondent to consider purchasing it.
  - g. The last payment of rent was £247.50 on September 2021(he subsequently made a payment of £495 in January 2023)
  - h. He had no other residential tenancies which he let out
  - i. He registered as a landlord in May 2021
9. The Respondent's position was that:-
  - a. There was no tenancy agreement entered into between the parties for the property
  - b. He accepted that :-
    - i. the tenancy commenced on 10 January 2020,
    - ii. that the parties to the tenancy were Cetad and himself;
    - iii. the property was 29 South Bridge Street, Airdrie; and
    - iv. that rent was £495 per month
  - c. He advised that the tenancy agreement submitted was illegitimate as it had not been signed, and the parties had not agreed the terms of it
  - d. He advised that he had been given a short assured tenancy to sign first of all, when he had been at work one day, he had refused to sign it as an assured tenancy was no longer competent and the parties had not discussed terms;

- e. He was aware of the “May 2021” tenancy agreement; however he could not recall when he had become aware of it; he had not signed it
- f. He disputed that the rent arrears were £2,970 in October 2021; he advised that there had been various problems, with that alleged sum, including:-
  - i. That there had been a sum of £1000 carried over on the rent statement given to him, he did not know how this was alleged to have accrued;
  - ii. 1 month’s rent had been deducted from his salary
  - iii. He had made rent payments as set out in the chronological description
  - iv. There are rent arrears but not the sum sought
  - v. He had stopped paying rent due to the condition of the property and issues regarding health and safety; and also due to the chaotic way in which the landlord managed the rented property
  - vi. He confirmed that the last payment to rent was in September 2021
  - vii. He advised that the property was in disrepair
  - viii. He had contacted the landlord about the condition of the property, repairs remained outstanding

10. The parties were noted to be in dispute over a number of material matters regarding both applications including :-

- a. the amount of arrears outstanding;
- b. the condition of the property
- c. whether the rent had been withheld legally

11. On the day of the second hearing, the applicant sought payment for the final amount of rent due namely £11,385 together with the costs of serving the notices for eviction. These costs were set out in his productions C34 - C38. The total sum he was now seeking was £11,385 together with £562.72.

## **The Hearing**

## *12. The Applicant's Submission*

13. The applicant spoke about the history of the rent arrears. The respondent moved in January 2020. For the first few months, the respondent did not incur arrears. They first started in July 2020. and he never exited arrears since that date. By the time the notice to leave was served the tenant had been in arrears for 16 months. He owed the equivalent of 6 months' rent. £2,970 of rent was owed at October 2021.
14. Since October 2021 the respondent has not paid any rent, except for in January 2023 he paid £495 and he advised that this was for June 2021 rent. That payment brought the rent arrears down to £10,395. Discussion about the arrears was an ongoing conversation over the years and over emails and WhatsApp. Verbally the respondent acknowledged the debt. See the applicant's production C2 and C3 which sets out texts and summary of those texts. See also August, November and December 2020 entries. These show the debt was acknowledged. This evidence C2 is a duplicate of C3 but all the actual screenshots of the evidence. C3 is evidence of the texts between the applicant and the respondent.
15. See entry for 10th February 2021 and the applicant's response "yes sure" and notes amounts due £1990 less £495. But no January 2021 rent came into account.
16. There was a handwritten document of 22 April 2021 [C5]. This document was in company notebook, shortly after the respondent prepared the document he destroyed it. The landlord had taken a picture of it before it had been destroyed. He was on CCTV destroying it. On 27 April 2021 (C3) [date] the respondent offered to repay the arrears by working extra hours. In April the respondent was offering to repay the arrears back using all three different payment methods. The landlord submitted that he would not have offered to do so if the rent arrears did not exist.
17. The respondent was an employee of the landlord's company at that time, his employment contract was terminated in May 2021. Since the respondent left the employment and from February 2021 any payment made was done electronically and this can be seen in bank statements [see C39-C55]

18. The tenancy agreement states that the tenancy starts in May 2021. The landlord advised that the tenancy started earlier on January 2020, it was not however formalised in writing at the start. This was the first property that the landlord had rented out, it was his understanding that although it was not a written agreement, it had been established that there was a tenancy agreement.
19. Rent at £495 per month was agreed upon. [see C2] Also see 30 November 2020 there is a reference to £495. On 7 December 2020, there is a reference to the respondent stating that they had set up a direct debit for £495.
20. On 29 December 2019, the respondent went to see the flat. Points back to the unplanned landlord situation. [C4 ] shows that there had been a plan by the respondent to purchase the property.
21. The landlord offered the respondent the tenancy for a trial period of three months, it was discussed that if he liked the property then he could buy it. When he moved in the applicant asked if he was buying the place and he would send messages to say he was looking for a mortgage, and that he was struggling to get a mortgage.
22. The respondent referred to his National Saving Bond in November 2020, he was going to use it to get funds for the deposit. On 28 November 2020 the applicant asked him if he was still interested in buying the flat and if he was not then the landlord needed to have it empty as he was putting it back on the market. There are further emails lodged as productions about buying it.
23. The applicant noted that there are emails and texts about seeking to sort out the rent arrears. It transpired that he couldn't buy it as he was blacklisted from getting credit and mortgages.
24. The applicant then provided the respondent with a tenancy agreement to sign in April/May 2021. At that date, the respondent refused to sign it. He said it was the wrong tenancy as it was assured, the next day the applicant gave the respondent a Private Residential Tenancy. The respondent said that he needed time to look over it, but then he did not sign it or give it back to the landlord. The landlord advised that he should have issued a tenancy at the start, but he never intended the rental to be a long term thing it was just to give the respondent

time to see if he wished to purchase the property. The respondent started working for the landlord in November 2019.

25. The landlord had brought the property in 2016, and there is a shop downstairs and he turned the upstairs into a two bedroom flat, and rented the shop out to someone else. The landlord does not rent residential properties out to anyone else.
26. The property was rented out to the respondent, as it had been renovated and the respondent told the applicant he was between flats, he was offered a chance to stay in it and decide if he wanted to buy it. The landlord's plan had always been to sell the flat and keep the shop but sell that in the future too. The landlord's business was to sell rugs, the landlord is not a property company.
27. The landlord advised that all of the problems with the respondent, the rental and the arrears had caused a lot of upheaval and stress.
28. Just before the respondent's contract of employment was terminated, the landlord had been moving to evict the respondent from the property. Just prior to the respondent's employment contract being terminated, his rent was deducted from his salary; it was after a discussion between the parties, that the respondent said that he would pay back £200 either in cash or from his salary. Given this the landlord deducted rent from his salary. The respondent then refuted that this had been discussed and took the applicant to the employment tribunal about the June 2021 payment. The landlord had to pay this money back to him. The June rent was not therefore paid until January 2023.
29. The landlord sent a notice to leave in June 2021 and listed a few reasons for seeking recovery of the property. The respondent ignored the notice. The landlord then re-served the notice, the first notice stated that the applicant's brother was going to live in the property. The landlord could not rely on that ground and the notice was re-served. There were difficulties with the notice being served as the respondent claimed that he did not use the property address as his postal address, he stated he used his parent's address as his postal address. This was not true as the applicant found out that the respondent had registered a company at the rental address a couple of days before the notice to leave was sent.

30. Renting out the flat was not the main part of the business, the landlord advised that they are a small business and the rent or selling the property is an important ~~rental~~ revenue stream. The fact that the respondent was in the property and not paying rent or leaving the property impacted the landlord's business plans.
31. The landlord advised that he was given lots of time to come up with plans to pay the rent. He was offered repayment plans. He was offered a template for expenditure [see c9]. Throughout [c2 ]there is evidence of several discussions about repaying the rent. The discussions did not lead to repayment. There was an offer to put in place a standing order for £500 per month. The applicant advised that they did not want to get personal, however they believed that the respondent was a hostile tenant. There have been arrears for 31 months as at the date of the first hearing in January 2023.
32. The respondent paid 50% of the rent in October 2021 but nothing since. (June 2021 rent paid after the first hearing)
33. The respondent claims that the property falls below the repairing standard but it was all brand new [see C7] builders letter. He has denied the applicant access to the property. It is not a furnished flat.
34. The respondent offered the landlord access on one date, 29 August 2021. However he advised that the landlord was not to attend, he had to send others, none of the landlord's employees would go as they did not feel comfortable. In addition the time that the respondent offered entry was a specific time on a Sunday.
35. The landlord wanted access to the flat to inspect it. The respondent said no need to come and he sent a picture of the flat [see c12]. The respondent emailed the landlord on 9 May 2022, attaching photos of the property and advising that he was reluctant to allow access or meet the landlord. The landlord advised that he had been the victim of the respondent's malevolence and lack of responsibility. It had caused them a lot of stress and anxiety.
36. The length of time that there had been arrears and the size of the arrears had made the tenancy very difficult.
37. The landlord noted that the hearing had been postponed as the respondent had gone on holiday to Dubai. He purchased a bed worth over £1000. evidence was set out in [C12 and C13 ] while at the same time not paying his rent.



He discussed the bed purchase with the landlord. C12 is a picture of the bed in the flat.

38. The respondent withheld rent. The landlord did not believe he had kept a separate bank account with rent payments going into it.
39. The bank account evidence provided by the respondent is a bank account in his parents' name. They also noted that the respondent had not applied to the HPC for a rent reduction.
40. The respondent was not supposed to be a tenant at the start, it was only to see if he wanted to purchase the property, he then denied the landlord access to the property; and he intentionally refused to sign the tenancy agreement. He made several promises to make rent arrears payments.
41. The landlord was also concerned that there was a business tenant downstairs, which had a large flat roof, the respondent had put the old sofa on the flat roof. The landlord considered that this was above the shop and blocking the fire escape. It may damage the roof due to the weight. The flat roof was also covered with the respondent's dog's poo. There was rubbish left on the flat roof too including a Christmas tree and BBQ. People had been seen sunbathing on the flat roof. The landlord had been told that the flat roof was now leaking. It should not be used other than as a fire escape. The flat roof was not part of the tenancy. It is a bitumen flat roof.

#### *42. Condition of the Property*

43. The condition at the start and the repairs? At the start of the tenancy, the building had been completely renovated. The new floor and joists put in a new sub-floor, new windows, and new radiators, and the kitchen was brand new. The respondent advised that he was not contesting the renovations of the flat. The landlord advised that it was a two bedroom flat. [C20 ] showed pictures of the renovation. [C25 ] were the respondent's pictures of the flat.
44. In terms of repairs, the landlord advised that they were advised of some minor snagging issues which were reported in February 2020 [C21 ] Email from the tenant. C22 invoice for the work done to repair the snagging. C7 letter from the builder to confirm the works that they did renovating the flat. The landlord

referred to page 13 of the respondent's submission to the direction, email from the tenant regarding the snagging

45. Issues, this email was sent on 10 February 2020; there was an email sent to the builder on 11 February 2020; and a response from the builder who had someone out at the property the next day. The respondent was in direct contact with the builder and organised various things directly with the builder. He was getting work instructed. The landlord was paying for the works if they were snagging. [C23 ] was evidence of the invoice for the work to the flat and to the shop.
46. The respondent said there was a gas safety certificate dated 16 March 2021. The respondent was still in the employment of the landlord in March 2021. Certificate expired. The landlord advised that he did not think that they had mentioned the gas safety certificate especially, but he advised that he had asked for access to the property.
47. The landlord said that the respondent told him that he had contacted the police, as he felt that he was being stalked. The landlord advised that they could not get access. They did not know that we could make an application to the tribunal to take access. There was discussion as to whether there was any electrical safety certificate.
48. Carbon monoxide. The landlord advised that there were battery operated ones next to the boiler in the cupboard. The landlord had been in the property and had seen them.
49. The landlord advised that the smoke and heat alarms were all installed as new, by the electrician. They were in. Done to the modern standard. There are pictures of them.
50. The respondent covered them and this led to them being damaged. They were covered by dust caps. The electrician went out to look at them. The respondent claimed an electrical fault happened 6 months later. The landlord said they were in place and working, and then they were repaired at 6 months and they were left in working order. The respondent claimed that they were not working since 1 July 2021.
51. The respondent said that there was no EPC (energy performance certificate). It was not carried out. The landlord advised that they were intending to get one

when the property was sold; there had also been the snagging to sort out, so it was not done at the time the respondent took entry.

52. The respondent claimed the property did not meet the repairing standard.
53. The landlord referred to the close entry door and access way. He referred to the emails in July 2021 [C26] He referred to complaints about the door frame at the bathroom. There was silicone which was removed from the bathroom. They had been notified that it was a snag at the beginning. In 21 July 2021 not repaired. The landlord had asked if we could come and do an inspection. They were not granted access to the tenancy. They wanted access to assess matters and then they would address any repairs.
54. 14 August 2021 there was an email in response to the flat inspection, the respondent threatened to contact the police. The landlord thought he may have contacted them previously. 17 May 2022 the respondent sent an email response to the request for an inspection with a claim for damages. [C24] is evidence of another rejection of access. The applicant said that they did not feel there was any way to have a dialogue with the respondent.
55. The applicant went through the issues with the flat that had been raised by the respondent as a reason for not paying rent, as follows;- Door frame. The landlord thought that this was a minor issue. Entrance walkway. He advised that it was a concrete walkway close. He advised that it was a level surface. [See C28] The sensor light not working [ see C29] the applicant referred to C29 which showed one light at the bottom of the stairwell lit. The position of the lights was the responsibility of the tenant. He was not sure if it was true that the light was not working. He considered that there was adequate lighting and emergency lighting. The landlord advised that they don't have access to the close either. The passageway, stairway up to the front door of the flat, [C30] shows the front door of the flat. The front door is not properly painted. He advised that there was no top coat. The area of the wall was damp and alleged to be linked to water-leaking rats and mice.
56. The applicant advised that in relation to the hole in the wall [ C31] shows the area which is located as you come in the close door. He advised that the water leak had been fixed.
57. The respondent interjected and said it had not been fixed.

58. There was a first fix, which was carried out by the plumber at the end of 2020 (before the letter of July 2021) hole was never covered up and there was a temporary fix on the pipe, which started hissing again. He advised that behind the wall is a sandstone wall and it needs to be fixed but it did not affect the tenancy. He advised that it was not mould. The letter of July 2021. The respondent made it hard to do an inspection. The applicant did not consider that the fix was temporary. The applicant accepted that the hole needs to be covered and needs to be painted. They say that the leak was fixed.
59. [C31 ] The issue of “rough ground” in the close. The applicant advised that the property is on a hill and the door is on a hill. The rough area is at the door area, and it has been left like that, in case a step can be created into the property. They accepted that it is not pretty but it is fully functional.
60. The front door. The applicant advised that there was a previous door when he moved in. That door was replaced. It is a new door, it is a heavy wood door and there is a lock. The paint has peeled, it is not pretty, but it has a double lock. And carries out its function.
61. The allegation is that the lock on the front door does not work into the property. The applicant advised that it is a second lock. He believed that the lock was stiff. An additional lock was added. It is shown on [C20 ] He advised that the lock works and that there are two locks on the door.
62. The applicant referred to [C33] on May 19 2022. He responded and said that:“q.” not 12 inches, maybe 4 inches gap. The step may be levelled out. “3. E” he considered that the lights in the hallway were working. “4.” there is a letterbox and numbers were purchased. 5. That the passageway was not cleaned and maintained. He advised that this was not a factored tenancy, and therefore the applicant was not going to clean the close. 6. That the respondent expected blinds. He advised that there were not supposed to be blinds, it was not part of the agreement. The respondent got the blinds and it was to be subsidised from the rent in 2020. 7. No sealant in the kitchen, he referred to [C21 and C7]. He referred to the repairs completed and invoiced [C22] 8. He advised that new double glazing windows were fitted in 2019. They are water and airtight. 9. That the fuse box is allegedly faulty. He was not aware of any issues

with the fire alarms and carbon monoxide monitor. [B15]. The door did not shut properly, he referred to JCR letter which mentions fixing doors. [ C7]

63. The applicant submitted that it was accepted that there are some things that need to be fixed, but he did not think that those matters affected the tenancy. He considered that those matters did not fall under the tolerable standard or the repairing standard. Further he noted that the respondent admitted that the flat is in good condition.
64. The applicant did not believe that he was entitled to withhold rent. He saw no evidence of money in a bank account in the name of the respondent. He also noted that the respondent had not applied to the tribunal to have the matters fixed. He stated again that the landlord was not given access to the flat to address those matters if they needed to get fixed. There was a scattergun approach to the allegations of repairs. He considered that this approach was connected with the respondent being dismissed from the applicant's employment.
65. The applicant advised that his representative who presented his case to the tribunal had worked for him for 15 years. The respondent denies the applicant access to the property, saying that he was aggressive and other employees could come and inspect the flat. The respondent alleged that the applicant had bullied him. He advised that his business is not open on Sundays, and this was the date that the respondent offered access to the property. He advised that his employees did not work Sundays, and they did not want to inspect the property.

*66. Respondent's questions to the Applicant*

67. The respondent asked various questions of the applicant. He suggested that the explanation of the rent arrears was a fantasy. He advised that the applicant had presented bank statements to the tribunal which did not cover 2020, he asked why? The applicant advised that the respondent was well aware, he had been paid in cash that year.
68. The respondent suggested that the statements will show cash payments? The applicant disagreed. He suggested that the missing rent payments will show up? The applicant advised that cash did not need to be logged in the bank, they

have a cash account. He suggested that money went into the landlord's pocket, why no business account?

69. The applicant advised that it is shown on the business accounts; and further there were conversations with the respondent admitting rent was owed.
70. The respondent that there were no business accounts, and to try and show anything, the landlord had fallen back on WhatsApp messages. He suggested in law these matters must be set out in writing? The landlord advised that they used Teams and email, and they suggested that the respondent had taken money from the business on more than one occasion in 2020. The respondent advised that he had no idea what the landlord was talking about.
71. The respondent submitted that [C1] alleged that he had paid cash but pilfered from the accounts. He referred to an entry on 1/9/20 which showed that he had removed £155 ~~removed~~ from other debts and suggested that the landlord approved pilfering. On 5/11/20 there was reference to the gas and electricity bill. The landlord advised that it is part of your tenancy and the landlord had been paying the gas and electricity as the respondent had failed to arrange to pay it.
72. The respondent asked if the applicant was a rogue landlord? The applicant said no. Were they unregistered landlords? The applicant said yes at the start, due to the unplanned situation they were in, they did not intend to become landlords, tenancy was unplanned.
73. He advised that the tenant paying rent is to receive receipts. The applicant advised that any payments made were noted down, and the respondent did not ask for receipts. The respondent suggested that receipts were not issued as tax avoidance. The landlord disagreed as the rent was shown in the accounts.
74. The respondent suggested it was a fake account and the landlord was trying to concoct a story in WhatsApp messages.
75. The landlord said no, the payments etc were all there in black and white. The respondent asked if the landlord had a very good memory. The applicant said yes. He challenged the landlord's ability to know what rent was owed.
76. It was put to the landlord that he had previous landlord experience, he advised that he had assisted his sons for about 17 years when they had rented out a

house. It was put to him that he was not credible as he had deducted his rent from his salary. The landlord admitted he had and he had to repay it.

77. He was asked if it was reasonable to refuse to do repairs, the landlord said it was serious but this was not what had happened. The respondent challenged that the main door was not safe, there was no lock, he had to use a torch, and there was no electrical safety certificate. These matters were disputed by the applicant and further the applicant advised that there were mitigating circumstances as set out earlier. The applicant had tried to address any matters but the respondent would not give access.

78. The respondent put to him that the rent statements had been altered and he referred to productions [C1] and [R23]. the landlord advised that overall the final numbers had not changed.

79. The respondent challenged the landlord that he had changed the rent statements, added vat, syphoned rent money, took rent money in place of carpets, and refused to do repairs. The landlord denied this.

80. The respondent claimed the landlord was intent on punishing him for standing up to him.

#### 81. *The Respondent's Submission*

82. He submitted that on 11 October 2021 there were zero arrears. He advised that he had withheld rent of £8,415. In terms of the financial claim, he had withheld rent due and the tribunal should consider to what extent, if any, it is repayable. He considered that rent should be abated and backdated to 2020.

83. He submitted that there was a cash culture with the landlord and payment went straight into his pocket. In terms of payments, he advised that between February 2020 and January 2021 he paid all of the rent payments due. He submitted that there were no rent arrears. He did not email the landlord during that period and had he been wise he would have done. He advised that he was paying £495 every month, sometimes not always on the first of the month but sometimes paid later.

84. He suggested that WhatsApp messages can be manipulated.

85. He referred to the entry of 30 October 2020 in support of that. He said on 5 November he believed that he owed £150 in June 2020. He believed that the

landlord was gaslighting him. The landlord said to him so often that the respondent owed him rent money, that the respondent started to believe it. He had not kept records of the payments.

86. The respondent submitted that he was being caught up in money owed. He shared an office with the landlord and he did have a free speech area. He had to avoid nasty arguments and ignore wild allegations. He advised that the landlord ignored most messages, ignored that there was no tenancy agreement, no rent account and no receipts.
87. He referred to [R 23] in August/September/October 2020 the landlord is claiming an underpayment but has presented no evidence to the tribunal. He asserted that the landlord "recalled" how payments were made but had no evidence of payments. He said that he used WhatsApp to explain matters.
88. The respondent referred to the rent statement he had prepared from the messages submitted by the applicant, the covering letter, and timelines from the applicant. He noted that it showed arrears of £1500 as at 1 February 2021.
89. He submitted that some rent owed, some were not rent arrears and some converted into rent arrears, for example £75 borrowed from the safe in July 2020. He suggested that the motivation, easy to see they made it rent arrears in order there were enough arrears needed to justify an eviction. The landlord had not given rent receipts and therefore difficult to show what was owed.
90. He said £150 was accepted as rent arrears. £95 in December arose as there was a dispute about how much was paid that month. He advised that he had given the landlord £450 that month, however the landlord thought, he had paid £400. He did not dispute the message about it. He accepted that there was £45 of rent arrears that month.
91. The respondent said that he borrowed £75 from the employer. He said he did not have a code to the safe. He thought he still owed him that money, but it was not rent arrears that he owed the landlord.
92. There was a payment of £250 for the utilities bill, he said that the landlord received rent money, but there was a dispute over what this money was put to. £460 using C2 messages, have to extract the numbers and an unspecified amount of money varies. He said that he always paid the rent money on time. I was working for them at the time and they placed this debt on me. He said



sometimes the debt was £460 and sometimes £355. He referred to [C2 ] 24 August 2020 page 3; 5 November £745 was not rent it was the total of other matters put together.

93. January 2021 £495 was paid for rent. He paid it just after January 2021.
94. He referred to the rent table ~~has had~~ compiled. He referred to [C2 page 9 ] there was a message about unpaid rent on 10 February of £1900. This is the evidence used to claim he did not pay rent in January 2021. He referred to the bank statements submitted. It showed that he had taken payment out on 19 January and on 28 January , took out £210 and £210 and he paid the rent. The second sum was taken out close to the landlord's house. He said that he went and paid him in person in cash at this house that date.
95. He referred to the withdrawal on 30 March 2020 showing £600.
96. He said that the bank statements showed the patterns of withdrawals. And so he submitted that the withdrawals in January showed that the January rent was paid.
97. He said he acknowledged the debt but he had no idea how the sum of £440 was arrived at and it was not rent. The withdrawals in 2020 show the rent payment withdrawals.
98. He said the landlord had submitted two different rent statements and the figures for August, September and October were made up figures.
99. The alleged sum of £1500 is not correct, there was no rent statement, and only the landlord had access to such a statement, and knowledge of other sums of owed money. He referred to [C40-c45] bank statements by the landlord. June 2021 rent is paid. The landlord accepts that rent was paid 2021 in with respect to June.[C9 ] Paragraph 4 of that email, means that June's rent is already paid. Therefore they have falsely put in the rent statement that June as being owed. He referred to an email to advise that June 2021 rent was repaid (email 17.1.23) this was paid in 17.1.23.
100. In October 2021 money was still in bank account, it was incorrect as it had shown in their bank statement. He did not pay the rent as they emailed me to say it was not due. This shows that the landlord's rent table is incorrect as they show it as outstanding

*Withheld rent from August 2021 -2023*

101. This is divided into 5 parts. 1. The problems with the property. 2 Evidence of problems notified to the landlord and requests for action. 3. Evidence of response from the landlord. 4. Impact of condition on the tenant. 5. Evidence of the case for withholding the rent and rent due.

*1 problem with the property*

102. The first submission was on 19.5.22 (page 23). Email the landlord, listing the problems. I set out 14 problems in email, the respondent said that there were significant problems, security at the street entry door, the MDF door, and a builder not complying with fire regulations. Street door locks are not keyless. An unsafe door on a main road in Airdrie at nighttime.
103. In February, one of the locks broke and he was locked in the flat. The locksmith confirmed this was illegal. There was no entry system in the flat. Fire safety was lacking, there was no gas safety certificate. There were no carbon monoxide sensors; the fire and heat alarm was not working, the building standard was lacking the street entry door, and there was a large gap of 6 inches, which allowed drafts and vermin to enter. The wall was in poor repair and mouldy, the light in the corridor did not work, and a torch was needed. The upstairs landing is in poor repair. Less significant were the bedroom windows which were not properly fitted, and the internal door did not shut. Also, the internal paintwork is not finished. The front door is not painted properly. There were issues with sealant in the kitchen and bathroom and a rotten door in the bathroom. There is no EPC
104. He submitted that the problem with the building was very serious . the property is fully owned by the landlord. The street entrance was the only access to the flat. A serious problems since day one. The landlord had said he would sort it out.

*Evidence of problems notified to the landlord and requests for action*

105. Evidence APR 4, 5 and 6. He had emailed the landlord on 15.2.23 regarding the lock in the door broken and the locksmith's invoice of £150. He emailed on 5.3.23 he had wanted a key for the front door and wanted the invoice

for the lock; the landlord paid for the lock to be replaced. They wanted a copy of the key made.

106. There are Scottish Government regulations for smoke detectors and safety was not taken seriously in this case. He referred to the 11.6.21 email which was sent two weeks after he left the employment of the landlord about the wall and front door. He referred to various emails he had sent about the property. Including on 1.7.21 ;

107. 14.8.21; and 19.5.22. He referred to [ R 19] a bank statement of a TSB account with £10K in it. [R10 ]is the letter from his parents about the rent account.

### *3. Evidence of response from the landlord*

108. He said that he received an email on 3.7.21 from the landlord which was an attempt to humiliate him. he found it to be threatening and dismissive of the safety concerns. He received an email on 14.8.21 regarding the security at the street entry door, it said that the downstairs communal hall was not part of the flat. he said that this was inaccurate, dishonest and dismissive.

### *4. Impact of condition on tenant*

109. He said that the emails left him feeling stressed and upset and the unsafe condition of the property left us feeling unsafe; we were anxious in terms of the condition of the property and anxious about the street door and anxious about his partner coming in late at night. Also they could not slam the door shut if they were being pursued. He was also worried that the door was easily kicked in and it was difficult getting up and down the close in the dark and there was a risk of tripping. He said that there were rats in the common close.

110. They did not have friends over due to the condition of the flat. They could not get deliveries due to the lack of doorbell.

111. The landlord's refusal to fix these matters had an impact on them mentally.

112. They found it impossible to enjoy their lives in the property they were renting.

5. Evidence of case for withholding the rent and rent due

113. The landlord had not been a registered landlord. There was also a breach of the repairing standard. The landlord received cash payments and had not provided receipts. There were in his opinion 17 multiple breaches in repairing standards: structure, gas , electrical, smoke detectors, and many other serious statutory obligations were never fulfilled. He submitted that this broke the contract from [January 2020] and no rent should be due or it should be abated.
114. The landlord had put the safety of the respondent and his partner at risk due to failure to meet repairing standard and fire safety risks. He had a legal and moral duty to provide a safe and secure home.
115. There should be a sanction for this.
116. The property was much worse by the landlord's refusal to do anything for three years and the impact of this was severe. He said that 18 months after the start of the tenancy he entered into written attempts to get the repairs sorted. He gave one month's warning to withhold 50 % and then later 100%. He said that he made it clear rent would not be due and they had to get the flat into a safe condition. He said he had acted reasonably and lawfully throughout.
117. The landlord had made no effort to address the issues throughout the tenancy. The landlord was fully aware of the lack of safety issues; no tenancy agreement was provided for 17 months. The landlord had broken so many contractual and statutory obligations. He said that the landlord could have resolved this, the cumulative effect was greater than the sum of the parts.
118. He referred the tribunal to case law, on the question if any rent was due. *Renfrewshire v Gray, 1993* - this set out that there were three remedies: retention of rent; damages; and abatement of rent. A claim for abatement of rent is an *equitable right* and if there is partial failure it is inequitable if bound to pay such rent. He also referred to Adrian Stalker, in the 2nd Edition of *Eviction in Scotland*. Stalker says that withholding rent is a remedy, retention has two purposes compelling the landlord to deal with the matter, and also security for damages. The remedy has to be exercised in good faith, you should advise the landlord that you are ceasing to pay the rent and put the rent to one side.

119. The calculation was the total rent paid : January 2020 and August 2021. January 2020 - £495 = £495. February 2020 - July 2021 was 18 months x £495 = £8,910. August 2021 – September 2021 2 x 0.5 - £495 = £495. He believed all rent should be returned to him. Total rent withheld. October 2021 – March 2023 - 18 months x 495 = £8910. August and September 2021 2 x 0.5 = £495. April 23 partial month 14 days = £228. Total withheld = £9633. None of this sum should be paid to the landlord

*Applicant's questions to the Respondent*

120. The applicant asked the respondent if he accepted that some of the money owed was not rent, did he accept that money is still owed? The respondent advised that this is a case about rent arrears and not other amounts, and he advised he would not answer any questions on those matters as not relevant. He did not agree with the underpayment of £45 in December.

121. The applicant noted that the respondent had claimed on 5/11/20 that £745 leads to your calculation as unspecified debt. It was queried by Reza on 10 Feb 2021. The applicant noted that the £745 was for a rug.

122. The Applicant noted that chats lodged had not been omitted, but were included at [ C3] The respondent denied the bank statement showing £420 was not evidence of rent payment. He said he withdrew £500 every month but did not do so in January.

123. He denied that he only took the property to “try it” before deciding to buy it or not. He said he had “played around with the idea of buying it” but as his wage was £1600 it would not have been possible to get a mortgage. He said he had a conversation about getting on to the property ladder, but when he moved in it was not to try it out.

124. He was asked when he first paid utilities. He said he could not recall. It was put to the respondent that he had claimed to have the utilities transferred into his name. The respondent said the amount was disputed, and it was not relevant to pay for utilities.

125. He was asked about the bank account of £10,000 that which was in his father's name and started on 1 February 2021 at that point no arrears, and this was the account where the rent money was set aside, but there were not

£10,000 of arrears at that time? The respondent advised that at that time, he had lost his job and withheld rent. His parents helped him out with the rent, and they kept it in that account rather than paying it to me. The respondent did not consider the relevance of the applicant's questions on this matter. The respondent was asked if the funds are still available for payment and he said yes.

126. It was put to the respondent that he had previously said on 5.11.20 that he had claimed a savings bond for £5K for rent arrears. The respondent's supporter told him to ignore that question. The respondent said he did not think the question was relevant.

127. He was asked where he had said that he would not pay any rent of 100%. He referred to C 1.7.21 It reduces to 50% and then does not receive 100% of the rental.

128. It was put to him that the claim that the flat was below repairing standard was said at the first hearing, but there were no issues with the flat itself. The respondent referred to the repairing standard and went through the issues he had previously highlighted where he considered that there was a breach.

## **Findings in Fact**

129. The Tribunal found the following facts established:-

130. There existed a private residential tenancy between the Applicant and the Respondent. It had commenced on 10 January 2020.

131. The tenancy was for the property 29 South Bridge Street, Airdrie.

132. The tenant was Angus O'Donoghue.

133. The landlord was Cetad Limited

134. Clause 7 of the Tenancy Agreement provides that the rent for the property is £495 per calendar month. It is payable in advance and due on the 1st of each month.

135. There were rent arrears outstanding at 24 April 2023 or appeared to be rent arrears outstanding which totalled £11,691.17.

136. The respondent vacated the property in around 14 April 2023.
137. The tenancy came to an end on about 10 May 2023.
138. That there was no agreement in place between the parties that the landlord should only put any payments he received from the respondent to rent arrears.
139. That the respondent had a duty to pay for utilities.
140. That the respondent borrowed money from the applicant for various other matters and items not connected to his tenancy.
141. That the respondent was dismissed from his employment with the applicant in May 2021.
142. That the respondent was served with a notice to leave on around June 2021.
143. That the respondent set up a standing order to pay rent in February 2021. He cancelled the standing order in June 2021.
144. The respondent advised the applicant on 11 June 2021 that the common close door was mouldy and the front door needed to be replaced.
145. That the respondent advised the applicant on 1 July 2021 that the property was below rentable standard and that he would withhold rent of 50% if the issues were not addressed by 1 August 2021. The issues he set were the badly fitted bathroom door, the entrance walkway being unfinished, the entrance motion light no longer working, the front door not properly painted, the common close wall being mouldy and stinking, hole in the wall, comment font door disintegrating, font door lock not working.
146. That the respondent wrote to the applicant on 14 August 2021 offering one date and time for the applicant to inspect the property; and advising that he did not want the applicant to attend as he considered that he had been bullied and harassed by him.
147. The applicant wrote to the respondent on 14 August 2021 advising that they could inspect the property if they gave 48 hours' notice.
148. The applicant wrote to the redolent again on 17 May 2022 asking for a few dates and times slots to inspect the property.
149. On 19 May 2022, the respondent wrote to the applicant setting out alleged faults with the property, including now that the fuse box trip switch was

faulty; fire alarms were not working, and no carbon monoxide monitors were fitted.

150. That there were fire alarms, and carbon monoxide sensors fitted to the property when it was renovated.
151. That the respondent has acted in a manner which was obstructive to the applicant's contractors trying to arrange access to the property to carry out inspection and repair works since at least February 2023.
152. That the tenancy agreement lodged stated that the start date was 10 May 2021, this was because the tenant had refused to sign a tenancy agreement and the landlord decided that one should be issued to provide both parties with a note of the terms and conditions of the tenancy
153. The applicant had not intended to be a landlord, and the house had been let as it was offered on a trial basis for the respondent to consider purchasing it.
154. The applicant was a landlord registered since May 2021.
155. Condition 17 of the tenancy agreement sets out conditions for the repairing standard
156. Condition 19 makes provisions for the duty of the respondent to give access for repairs, inspection and valuations.
157. Condition 26 makes a provision that the tenant is responsible for utilities.

## **Reasons for Decision**

158. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from private residential tenancies. As this tenancy is a private residential tenancy the tribunal is content that it has jurisdiction to deal with this case. The tenancy agreement created obligations between the parties, which included paying rent. The Respondent had failed to make full payment of his rent.



159. Both parties spoke to their respective positions. The tribunal found the applicants to be credible and reliable in their explanation of their evidence. If there was any weakness in their position it appeared to the tribunal to arise from the fact that they were accidental residential landlords, through what appeared to be a mixture of naivety and misadventure.
160. The tribunal believed that they had offered the property to the respondent as a try-before-you-buy exercise. However, such an exercise had turned out to be a very poor decision on the part of the applicant, as they had, by dint of entering into this exercise, become a private residential landlord with the legal responsibilities that went with that role. The fact that the respondent was employed with the applicant made the exercise all the more prone to confusion.
161. We did not find the respondent to be credible or reliable in a number of areas. We did not believe that he was the victim of harassment by the applicant. The messages lodged showed no anxiety on his part; we found him to be evasive in evidence on any points that did not serve his interests; the messages and other correspondence lodged showed the respondent to be difficult, aggressive, and manipulative in his dealings with the applicants. We consider that he exploited the inexperience and naivety of his landlord in a number of different ways.
162. Turning first to the tenancy. We note that the respondent originally denied that a tenancy even existed, although we consider that by the time of the hearing he accepted that a contractual agreement was in place. We found that the tenancy commenced on 10 January 2020 and ended on around 10 May 2023 28 days after he had handed in his notice. We note that the applicant seeks the sum of £11,385 in rent arrears to the end of April 2023 together with other costs.
163. The applicant's position is relatively simple, that they are owed rent. They have provided a rent statement setting out what they say has been paid and what is due. The respondent's position is based on two separate arguments during two time periods.

*January 2020 - 1 August 2021*

164. This section related to whether or not rent had been paid during this period and whether money paid had to be put to repayment of rent arrears or was the landlord entitled to put it to other debts due by the respondent. We prefer the evidence of the applicant under this section.
165. The months in dispute are September 2020 until the end of January 2021.
166. The November 2020 payment was £600, the applicant put £250 of that to utilities. As there is correspondence that the respondent was not with another provider, and as the tenancy agreement subsequently entered into includes the condition that utilities will be paid by the tenant, then we consider that the landlord was entitled to put £250 to utilities. We note that the tenant had been in the property for 10 months at that point and had not paid for utilities.
167. Until February 2021 the payments made were in cash and we note that there is limited evidence of what was paid. The respondent had lodged his bank statements showing money being withdrawn in often £200 and £300 withdrawals around the time that rent was paid. The applicant relies on copies of messages between the parties of the running total of various debts owed to the applicant by the respondent. We find the correspondence lodged by the applicant more persuasive and credible than the respondent's position.
168. There is a line of messages where the respondent indicates that he wants to buy the property and is thinking about it, he would not admit this at the hearing, we consider this relevant to his credibility.
169. There is evidence of the respondent admitting how much he owes to the applicant, see the message of 24 August 2020 at 19.20; and on 5 November 2020 when he stated that he owed £745 ( which was made up of rent arrears of £1260 plus a rug at £85 less the payment received of £600 in November); he then advises on 13 December 2020 that he owed £1450, which includes rent arrears of at least £955.
170. The applicant has lodged other messages he sent to the respondent showing the ongoing balance. The respondent does not appear to have replied either way to those further messages. We note the reply on 11 February 2021

that the respondent said the arrears were “£1,990 - £495”, he gave evidence that he had withdrawn £210 twice on the 19 and 28th of January and this was January’s rent payment. We preferred the evidence of the applicant that January’s rent was not paid and the respondent’s reference to the rent arrears reducing was because the respondent had paid February’s rent, but this failed to consider that that payment was for February’s rent.

171. We note that the respondent challenges that the payments he made to the applicant were for rent arrears and not for other debts. He says the applicant was not entitled to put those payments to the other debts first, they should have been put to rent arrears. We consider that the correspondence from the applicant is clear enough about what was outstanding and neither party specified what payments were to be put to what debts in terms of repaying any of the debts. As we found the applicant to be more credible and reliable we consider that his explanation of how the rent arrears accrued is to be preferred. As there was nothing before us which showed any priority as to the order of debt repayment, we accept that the applicant was entitled to put any money paid to him to repaying the various debts in the order that he did.

172. From January 2020 until the end of May 2021 the rent arrears due amounted to £1,485.00

*Condition of the property and withholding of rent.*

173. The withholding of rent appears to have commenced on 1 August 2021. Of relevance at this time, the situation between the parties had broken down in terms of the contract of employment. The applicant submits that he dismissed the respondent on 28 May 2021. The respondent then cancelled the standing order for rent which had been in place since February 2021. The applicant initially deducted June’s rent from the respondent’s salary, although they were later ordered to return it to the applicant. The applicant then repaid this sum in January 2023. The applicant had also taken steps to issue a notice to leave in June 2021. The respondent paid his rent for July 2021, he then paid two months

at 50% of the rent due, and since the 1st of October 2021 he had made no further payments to rent.

174. On 11 June 2021 the respondent appears to have written to the applicant regarding the rent deduction from his salary, and raising issues regarding the common close door at the front of the building and the inner wall being mouldy. He states that these matters mean the property is not rentable and rent should be reduced.
175. On 1 July 2021 the respondent sends a detailed letter to the applicant stating that the property is well below rentable condition. He sets out his list of complaints. He advises that he will hold back half the rent if the issues are not resolved on 1 August 2021. He states that there was a promise to fix some of the issues 16 months ago but they have not been resolved. He does not explain which of the issues he is referring to. He sends further correspondence after that date, stating that there are no rent arrears and therefore the landlord is not entitled to evict him.
176. On the 14th of August 2021 the applicant contacts the respondent to arrange a time to inspect the property and assess the repairs. The respondent responds on the same date advising that there is no legal rental contract in place, but he will allow access to view the condition of the property. He advised that given the applicant's "previous bullying and harassment" he did not want the applicant, Mr Cheshmehdoost to attend in person. He offers the time of Sunday 29 August 2021 at 2pm to do the inspection.
177. There is an email back to the respondent saying that an inspection can be done at 48 hours' notice. There is a request in May 2022 asking for a few different times in order to inspect the property.
178. It appears that the landlord had not been given entry to the property to either inspect it or to do repairs. It also appears that neither party had sought to make an application to the housing tribunal to obtain entry to the property or to order the landlord to do the repairs.
179. The respondent states that he was withholding rent and he has provided evidence of an account showing a sum of £10,710.35 in the name of his father. He stated that this account held the withheld rent.

180. The tenancy agreement at condition 17 deals with the reporting standard, and condition 19 deals with access for repairs, inspections and valuations. A privately let property must meet the repairing standard. We consider that this includes the common close. We consider that there was a breach of repairing standard in terms of the uneven floor at the entry to the common close, and the hole in the close wall. We also consider that the landlord does require to ensure that gas and electrical safety certificates are in place. This also includes smoke detectors. We do therefore find that there have been breaches of the repairing standard as a number of these issues were outstanding. Namely the uneven floor; and the gas and electrical safety certificates and certification.
181. We note the other matters raised by the respondent. We do not consider that the other matters are as significant.
182. Withholding rent can be done for two reasons one to get the landlord to undertake the works and secondly as a form of a counterclaim. The respondent considered that he should not have had to pay any rent at all during the full duration of his tenancy. He seeks abatement to nil for all the rent arrears and a payment order for the rent he had paid. The respondent referred to the case of *Renfrew District Council v Gray 1987 SLT (Sh Ct) 70* in support of his position. He also referred to Adrian Stalker's *Eviction in Scotland. At pages 128 – 132*, Stalker discusses that case and withholding rent, abatement and damages.
183. Withholding of rent is an equitable remedy and the court or tribunal has to be satisfied that it is being exercised in good faith. It is suggested that to show that you are acting in good faith, the respondent should warn the landlord that they will withhold rent and put the rent to one side.
184. In seeking abatement he is asserting that the rent is not lawfully due because the landlord failed to meet his contractual obligations to the tenant. If it is sufficiently serious it may provide a complete defence to the claim for payment of rent arrears, or a part payment if the court considered that the breach had been established but considered a lesser abatement of rent would be equitable.

185. Damages can also be claimed as a counterclaim, they usually include a. inconvenience, b. patrimonial loss of personal possessions.
186. The tribunal finds that there has been a breach of the repairing standard in terms of the safety certification and the entryway to the close. Whether or not these matters were reported by the tenant, we consider that they were known to the landlord and should have been addressed by the landlord.
187. The other matters alluded to by the respondent, we consider that the landlord would not have been aware of these issues until such time as he was given notice of them from the respondent. In order to address these issues the landlord would have needed access to the property. We note that the respondent offered one specific time on one date. Although much later than the original complaint was made by the respondent, we also note with some concern that there is email correspondence lodged between the respondent and contractors (the landlord tried to send out to do the certification work) which appears to show the respondent being obstructive in allowing access to the property. The respondent also appeared keen to cause the applicant extra expense by incurring cancellation fees.
188. While we consider that the landlord could have made greater efforts to get the inspection done and any works carried out, we find that the respondent has not given reasonable access and further, was obstructive when requests for access have been made. We note that two contractors subsequently refused to do the work as they were being messed around by the respondent.
189. We also do not consider that the issues raised by the respondent meant that the property was uninhabitable.
190. Considering first, damages, the respondent has provided no evidence of patrimonial loss. The respondent states that he suffered from anxiety. He has provided no medical evidence to support his position. We also consider that the terms of his correspondence which has been lodged do not appear to show any anxiety or stress on his part, on the contrary we find the terms of his correspondence to be rather aggressive after May 2021, and extremely friendly

and informal with the applicant before he was dismissed from the applicant's employment, We do not find the respondent entitled to any award of damages.

191. Abatement is an equitable remedy. While we note that there is evidence of a sum of money held in an account, there is no evidence that it relates in fact to the unpaid rent. We are not convinced of good faith on the part of the respondent. There is no evidence of monthly payments being built up. It is also not in the name of the respondent.

192. We note that the respondent appeared to have lived in the property without complaint until he was dismissed and a notice to leave was issued. We note that the property was newly renovated and therefore we presume that the gas and electrical appliances were in good order. We note that there had been an electrical certificate. We consider that the respondent has been obstructive in allowing the applicant or his agents access to the property to inspect and do any work.

193. Principles of equity are about fairness, we consider the conduct of the respondent in this case, and the general good condition of the property to be such that, although there were breaches of the repairing standard, taking all the circumstances together, it would be inequitable to abate any of the rent in this case. We make no abatement to the rent under this heading.

194. We are therefore prepared to find the respondent due to the applicant the sum of £11,385.00 in rent arrears.

195. Finally, we note the claim for costs of serving notices to leave, and the sheriff officers' fees. We will allow the costs of the solicitor's invoice for the second notice to leave of £240 and the sheriff officer's fees of £66,17. In total £306.17. We refuse the other costs.

196. On the basis of the oral evidence submitted and having regard to all papers submitted by the parties, we consider that we should make an order for the sum sued namely £11,691.17.

## **Decision**

197. The tribunal makes an order for payment in favour of the applicant against the respondent for the sum of ELEVEN THOUSAND SIX HUNDRED AND NINETY ONE POUNDS AND SEVENTEEN PENCE (£11,691.17) STERLING.

## **Observed**

198. Parties submitted further submissions after the conclusion of the hearing. Other than the respondent's clarification of which section of Stalker they were referring to, the tribunal has not had regard to the further submissions made.

**Melanie Barbour**

19/06/2023

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**Legal Member**

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**Date**

## **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.**