

**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/20/0205**

**Re: Property at 17 Golfview Crescent, New Elgin, Elgin, IV30 6JP (“the Property”)**

**Parties:**

**Mr John Laing, 7 Grant Street, Elgin, IV30 1PH (“the Applicant”)**

**Miss Amanda Hutton, Mr Grant Marshall, 29 Pinegrove, Elgin, IV30 6HP (“the Respondents”)**

**Tribunal Member:**

**Helen Forbes (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted in the sum of £1919.18 in favour of the Applicant.**

**Background**

1. This is an application dated 21<sup>st</sup> January 2020, made in terms of Rule 70 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended.
2. Parties entered into a short-assured tenancy agreement in respect of the Property which commenced on 1<sup>st</sup> April 2017 and ended on 17<sup>th</sup> February 2019. The rent was £750 per month. The Respondents fell into rent arrears. At the time of making the application the rent arrears were £1500. By email dated 28<sup>th</sup> February 2020, the Applicants applied to increase the sum sought to £1919.18.
3. By email dated 28<sup>th</sup> June 2020, the Respondents offered to make payment by instalments in the sum of £200 per month. By email dated 29<sup>th</sup> June 2020, the representative for the Applicants stated that the Applicants were open to accepting the proposal.

4. A Case Management Discussion (“CMD”) took place by tele-conference on 9<sup>th</sup> July 2020. The Applicants were represented by Mr Charlie Beck, Cluny Estate Agents. The Respondent, Ms Hutton, was in attendance.
5. A preliminary issue was raised by the Tribunal in respect of the Applicant, Ms Macdonald’s capacity to act as Landlord and Applicant in this case, given that she is not named as a co-owner of the Property on the Title Sheet.
6. The CMD was adjourned to a further CMD to (i) monitor payments; (ii) allow the Applicants to consider Ms Macdonald’s position and whether she ought to be removed as an Applicant; and (iii) allow the Respondents to consider whether or not they wish to make an application for a Time to Pay Direction.
7. By email dated 9<sup>th</sup> July 2020, the Applicant’s representative informed the Tribunal that Ms Wendy Macdonald was to be removed as a party to the application.
8. By Order of the Tribunal dated 17<sup>th</sup> July 2020, Ms Wendy Macdonald was removed as a party in terms of Rule 32.
9. The parties were notified on 5<sup>th</sup> August 2020 that a CMD had been set down for 31<sup>st</sup> August 2020.
10. By email dated 31<sup>st</sup> August 2020, the Respondent, Ms Hutton, informed the Tribunal that the Respondents had been unable to make any payment towards the arrears and that they required time to pay by instalments of £100, commencing on 10<sup>th</sup> September 2020.

### **Case Management Discussion**

11. A CMD took place by tele-conference on 31<sup>st</sup> August 2020. The Applicant was represented by Mr Charlie Beck, Cluny Estate Agents. The Respondents were not in attendance.
12. The Tribunal considered the terms of Rule 29 of the Rules. The Tribunal determined that the Respondents had been given reasonable notice of the time and date of the CMD, together with details on joining the telephone conference, by recorded delivery letter dated 5<sup>th</sup> August 2020, which had been signed for by the Respondents. The Tribunal determined that the requirements of Rule 24(1) had been satisfied and that it was appropriate to proceed with the application in the absence of the Respondents upon the representations of the Applicant’s representative and the material before the Tribunal.
13. Mr Beck moved for an order for payment in the sum of £1919.18.
14. The Tribunal noted that no application had been made by the Respondents for a Time to Pay Direction, therefore, it could not consider making such a direction.

## **Findings in Fact**

- 15.
- (i) Parties entered into a short-assured tenancy in respect of the Property which commenced on 1<sup>st</sup> April 2017 and ended on 17<sup>th</sup> February 2019.
  - (ii) The rent was £750 per month.
  - (iii) The Respondents failed to make payment of rent lawfully due in the sum of £1919.18.
  - (iv) The Applicant is entitled to recover rent lawfully due in terms of the tenancy agreement.

## **Reasons for Decision**

16. The Respondents have failed to make payment of rent lawfully due in terms of the tenancy agreement. The Applicant is entitled to recover the rent lawfully due.

## **Decision**

17. An order for payment is granted in favour of the Applicant in the sum of £1919.18.

## **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.**

**Legal Member/Chair**

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**31<sup>st</sup> August 2020**  
**Date**