

**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/CV/21/1270

**Re: Property at 79 Lee Crescent, Bridge of Don, Aberdeen, AB22 8FG (“the
Property”)**

Parties:

**Mr Alhamdu John Audu, Building 36, Flat 4 Block 4, Street 3, Salwa, Kuwait (“the
Applicant”)**

**Mr Chris Wrench, Ms Rachel Duncan, 3 Oldcroft Place, Aberdeen, AB16 5BT;
42 Newburgh Road, Bridge of Don, Aberdeen, AB22 8SQ (“the First and
Second Respondents”)**

Tribunal Members:

Ms H Forbes (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined**

- (i) that an order for payment should be granted against the First
Respondent in the sum of £4733.33, and**
- (ii) that the Second Respondent should be removed as a party to the
proceedings.**

Background

1. This is an application received in the period between 27th May and 26th July 2021, made in terms of Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”). The Applicant is seeking an order for payment against the Respondents arising from a private residential tenancy agreement in respect of the Property that commenced on 1st November 2019 and ended on 7th August 2021. The rent was £1000 per month. The Applicant was seeking an order in the sum of £2500 in respect of rent arrears. The Applicant’s representative

lodged a copy of the tenancy agreement, the rent statement and email correspondence between the parties.

2. On or around 24th August 2021, the Applicant provided an updated rent statement to the Tribunal, claiming the increased sum of £4733.33, which are the arrears at the date on which the tenancy ended.
3. By letter dated 1st September 2021, the Second Respondent lodged written representations.
4. By email dated 21st September 2021, the Second Respondent's representative lodged written representations and productions.
5. A Case Management Discussion ("CMD") took place by telephone conference on 22nd September 2021. The application to increase the sum sought was granted. The First Respondent indicated that he was willing to accept full responsibility for the arrears of rent. He said he was putting a trust deed in place and the rent arrears had been added to the trust deed. The Second Respondent's representative moved the Tribunal to remove the Second Respondent from the application, for the reasons set out in her written submission, failing which she would be seeking a continuation to lodge authorities and a note of argument.
6. Following discussion, the Applicant's representative said the Applicant may be amenable to removing the Second Respondent from the application depending on the outcome of discussions regarding the trust deed and proposed payments by the First Respondent. The CMD was continued to allow parties to consider matters and provide such further information or submissions as they saw fit.
7. By email dated 20th October 2021, the representative for the Second Respondent lodged submissions and authorities.

The Case Management Discussion

8. A further CMD took place by telephone conference on 5th November 2021. The Applicant was in attendance and represented by Mrs Joy Komolafe, Open House. The First Respondent was in attendance. The Second Respondent was not in attendance and was represented by Ms Trudy Gill, Solicitor.
9. Reference was made to email correspondence between Ms Gill and Mrs Komolafe, which had been provided to the Tribunal shortly before the CMD commenced. Mrs Komolafe confirmed that the Applicant was content to remove the Second Respondent from the application. The Tribunal agreed to remove the Second Respondent as a party to the proceedings. Ms Gill left the telephone conference.

10. Mrs Komolafe said there had been no correspondence from the firm dealing with the First Respondent's trust deed. The Applicant was concerned that no progress had been made, and there was no certainty about how and when any payments would be made to the Applicant by the First Respondent. Following discussion, the Applicant confirmed that he was seeking an order for payment against the First Respondent.
11. The First Respondent said the matter is in hand and work is ongoing to work out and confirm repayment arrangements for all his creditors.

Findings in Fact and Law

- 12.
- i. Parties entered into a private residential tenancy agreement in respect of the Property that commenced on 1st November 2019 and ended on 7th August 2021.
 - ii. The rent was £1000 per month.
 - iii. Rent lawfully due in terms of the tenancy agreement was not paid by the First Respondent.
 - iv. The Applicant is entitled to recover rent lawfully due.

Reasons for Decision

13. The First Respondent has failed to make payment of rent lawfully due. The Applicant is entitled to recover rent lawfully due in terms of the tenancy agreement between the parties.

Decision

14. An order for payment is granted in favour of the Applicant in the sum of £4733.33.

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.

Helen Forbes

Legal Member/Chair

5th November 2021
Date