



**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/22/1041

Re: Property at 9 Moorhouse Avenue, Paisley, PA2 9NX (“the Property”)

Parties:

Mrs Lynsey Mothersole, 23 Acer Crescent, Paisley, PA2 9LR (“the Applicant”)

**Mr Paul Green and Mrs Laura Green, 9 Moorhouse Avenue, Paisley, PA2 9NX
 (“the Respondents”)**

Tribunal Members:

Shirley Evans (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondents in favour of the Applicants in the sum of TWO THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£2750) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

Background

1. This is an application submitted to the Tribunal on 7 April 2022 by the Applicant for an order for payment of rent arrears under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy rent statement and email correspondence between parties, Belvoir Lettings and Mirren Property Services.

3. On 29 April 2022 the Tribunal accepted the application under Rule 9 of the Regulations.
4. On 21 May 2022 the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 15 July 2022. The Respondents required to lodge written submissions by 11 June 2022. This paperwork was served on the Respondents by Robert Weir, Sheriff Officer, Glasgow on 24 May 2022 and the Executions of Service was received by the Tribunal administration.
5. The Respondents lodged their response to the application by responding in some detail and making comments on the email correspondence lodged by the Applicant. In addition they lodged additional email correspondence and photographs. Video evidence the Respondents attempted to lodge was not accepted by the Tribunal as it was not clear to the Tribunal that it would assist in the determination of the application and was probably irrelevant.
6. The Applicant in response to Notice of Direction lodged the tenancy agreement dated 1 July 2015 between parties and a rent statement to 1 June 2022.

Case Management Discussion

7. The Tribunal proceeded with a Case Management Discussion on 15 July 2022 by way of teleconference. The Applicant appeared on her own behalf. Mr Green appeared on his own behalf and on behalf of his wife Laura Green.
8. The Tribunal had before it the Short Assured Tenancy Agreement between the parties commencing on 1 July 2015, the rent statements to 1 June 2022, together with the voluminous email correspondence lodged by both parties. The Tribunal considered all these documents.
9. Mrs Mothersole moved the Tribunal to grant an Order for payment against the Respondents. She explained that arrears were £4425 but she did not want to be unreasonable and was willing to accept a part reduction in the rent when Mr Green was on furlough during the pandemic. She explained that the Respondents did not pay rent in April 2020. Their rent account was clear at that stage. The rent was £550. The Tribunal noted that in terms of Clause 6 of the tenancy agreement between the parties that rent was £550 per month. She contacted her letting agents Belvoir Lettings to see if they knew why rent was not being paid. Mr Green was on reduced pay due to the pandemic. He offered to pay £150 per week although that did not happen. She was unable to explain to the Tribunal how arrears had accrued before 10 September 2021 which was the date the rent statement commenced and which showed arrears of £1450. Mrs Mothersole confirmed that she would be willing to accept a reduced figure for arrears of between £ 3600 -£3800 by way of compromise.

10. Mr Green explained he felt they had been good tenants since 2015. He was employed through an agency for a housing association. When the pandemic struck he was on a reduced salary as he did not get what he referred to as site expenses. This had the effect of reducing his salary by about £400-500. He did not know whether he would be kept on. This was a difficult time for them. He thought a weekly payment would be easier to manage. He gave his bank card details to Belvoir Lettings and gave authority for them to take a weekly payment from that. That did not happen and they did not take the payments. By October 2020 he had secured a permanent job as a Clerk of Works and started back as restrictions eased by the end of January 2021.

11. The Tribunal enquired whether Mr Green would be willing to accept the Applicant's offer of a reduced figure. He explained that he would not be willing to accept the figure offered. He explained that he felt that various maintenance issues had not been attended to at the Property as set out in the documents he had lodged with the Tribunal. He had had to carry out some maintenance to the Property as this was not getting done by Belvoir Lettings. He felt they had made improvements to the Property and in particular to the kitchen and referred to photographs lodged and the fact that the Property has since been sold. The Tribunal had noted these points in its reading of his response and made it clear that his position was appreciated, but explained that if Mr Green was seeking to effectively make a counterclaim, that was not something that the Tribunal could deal with and he would have to advise in that regard. In the circumstances Mr Green advised he felt that a figure of £2000 was reasonable.

12. The Tribunal then enquired whether that figure would be acceptable to Mrs Mothersole. She explained that was far too low. She understood that through the pandemic there had been issues with tradesmen attending the Property to attend to matters. She explained she was prepared to compromise at £3000. Both parties confirmed the tenancy terminated on 31 May 2022.

13. Mr Green advised he could not accept that and stated he would be prepared to compromise at £2300 - £2500. The Tribunal pointed out that there was very little between the parties and that in effect the case could be continued for evidence or if parties preferred the Tribunal could make its decision on what had been submitted by both parties in order to draw a line under matters. Both Mrs Mothersole and Mr Green advised they would prefer the Tribunal to make the order. The Tribunal thanked both parties for their assistance in attempting to reach a compromise.

Findings in Fact

14. The Applicant and the Respondent agreed by way of Clause 6 of a Short Assured Tenancy Agreement commencing 1 July 2015 in relation to the

Property that the Respondents would pay the Applicant a monthly rent of £550. The tenancy terminated on 31 May 2022.

15. The Respondents fell into arrears of rent from April 2020. Mr Green was on a reduced salary until he commenced a permanent job as a Clerk of Works in January 2021.

Reasons for Decision

16. The Tribunal considered the issues set out in the application together with the documents lodged including the tenancy agreement and rent statement. Further the Tribunal considered the oral submissions made by both parties. The Tribunal was appreciative of both parties taking a sensible approach to matters throughout the CMD in relation to their submissions regarding maintenance of the Property, reduced rental payments during the pandemic and their submissions on reaching a compromise to conclude matters between them now the tenancy agreement was at an end. The Tribunal was of the opinion that all things considered, £2750 was a reasonable sum to be awarded in favour of the Applicant.

Decision

17. The Tribunal granted an order for payment of £2750.

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.

S Evans

15 July 2022

Legal Member

Date