



**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/22/1907**

**Re: Property at Flat 16, Mountblow House, Clydebank, G81 4QF (“the Property”)**

**Parties:**

**Mr Thomas Junior Dornan, 4 Balerno Drive, Glasgow, G52 1NB (“the Applicant”)**

**Mr Dominic McElhill, Flat 16, Mountblow House, Clydebank, G81 4QF (“the Respondent”)**

**Tribunal Member:**

**George Clark (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and made an Order for Payment by the Respondent to the Applicant of the sum of £1,625.**

**Background**

By application, received by the Tribunal on 19 July 2022, the Applicant sought an Order for Payment in respect of unpaid rent that had become lawfully due by the Respondent to the Applicant. The sum sought was £3,125.

The application was accompanied by partial copies of tenancy agreements dated 1 July 2019 and 1 January 2020, the rent in both cases being £500 per month, and a Rent Statement showing arrears as at the date of application of £3,125. No rent had been paid since April 2022 and, from October 2021, when the Applicant acquired the Property, only 5 payments had been received, each of £375.

In the application, the Applicant stated that his parents had purchased the Property with a sitting tenant in March 2020 and, at that time, had only been provided with the partial tenancy agreements by the letting agents for the seller. They showed the commencement dates and the amount of rent and bore to be signed by the Respondent. The Applicant’s parents had transferred the title of the Property to him in

October 2021 and the present application relates to rent due from October 2021 to date.

On 22 September 2022, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 13 October 2022. The Respondent did not make any written representations to the Tribunal.

### **Case Management Discussion**

A Case Management Discussion was held by means of a telephone conference call on the morning of 3 November 2022. The Applicant was represented by Mr Craig Chisholm of Clarity Simplicity Ltd, solicitors, Glasgow. The Respondent was also present. The Applicant's representative told the Tribunal that the housing element of the Respondent's Universal Credit payments was now being paid directly to the Applicant and that there had also been a further sum received by way of back payments of the housing element, but that still left a shortfall of £125 per month. The rent arrears now stood at £1,625. He asked the Tribunal to make an Order for Payment without a Hearing.

The Respondent told the Tribunal that he had not signed the tenancy agreements of 2019 and 2020 and that his signatures must have been forged. He accepted however, that he is a tenant and that he is in receipt of housing benefit of £375. He also stated that, after discussion with the Applicant's letting agents, he had applied for a discretionary payment of £125 per month. He commented that the Property was not worth £500 per month, as it was in a state of disrepair, a matter that he had reported to the letting agents.

The Applicant's representative did not accept the suggestion that the Respondent's signatures on the tenancy agreements had been forged. He submitted that the Respondent had accepted, either by signing them or by acquiescence, that he is a tenant and that the rent is £500 per month, as he had applied for and received housing benefit of £375 and had applied, apparently unsuccessfully, for a discretionary payment in respect of the balance of £125 per month. This meant that there was an ongoing shortfall of £125 per month. The other matters raised by the Respondent were irrelevant to the present application.

### **Reasons for Decision**

Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a Hearing.

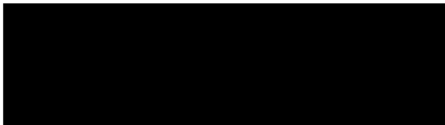
The Tribunal considered the contention of the Respondent that he had not signed either of the tenancy agreements of 2019 and 2020. This was not a matter on which the Tribunal could make a finding, but the Respondent did not deny that he was living in the Property as a tenant. He had applied for housing benefit on that basis, had been awarded benefit of £375 per month and had applied for a further discretionary payment of £125 per month. He had raised issues of not having a signed tenancy agreement, and had stated that the property was in a state of disrepair and that it was not worth £500 per month, but the view of the Tribunal was that, even if he had not signed the tenancy agreements, he was in fact in a landlord-tenant relationship with the Applicant under which he was obliged to pay £500 per month. The view of the Tribunal was that comments the Respondent raised about the condition of the Property and the level of

rent were not relevant to the present application, although, should he choose to do so, the Respondent can make his own applications to the Tribunal in respect of either or both matters.

The Tribunal was satisfied that the sum sought, as reduced to £1,625, had become lawfully due by the Respondent to the Applicant and decided to make an Order for Payment.

### **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.**



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**Legal Member/Chair**

**3 November 2022**

**Date**