



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 70(1) of the Private Housing  
Tenancies (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/22/2667**

**Re: Property at 61 Ardmay Crescent, Glasgow, G44 4PU (“the Property”)**

**Parties:**

**Mrs Sharon McMenamin, C/O Martin and Co, 180 Kilmarnock Road, Glasgow,  
G41 3PG (“the Applicant”)**

**Mr Robert Chisholm, 61 Ardmay Crescent, Glasgow, G44 4PU (“the  
Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member) and Ahsan Khan (Ordinary Member)**

**Decision**

**The Tribunal determined to make an order for payment in the sum of One thousand and ninety four pounds (£1094) Sterling against the Respondent in favour of the Applicant**

**Background**

- 1 By application to the Tribunal the Applicant sought an order for payment against the Respondent in respect of rent arrears. In support of the application the Applicants provided the following documentation:-
  - (i) Short Assured Tenancy Agreement; and
  - (ii) Rent Statement.
- 2 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. A Case Management Discussion was assigned for the 11<sup>th</sup> May 2023. A copy of the application paperwork together with notification of the date

and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondents by Sheriff Officers.

### **Case Management Discussion**

- 3 The Case Management Discussion took place by teleconference on 11<sup>th</sup> May 2023. The Applicant was represented by Mr Javid Haq of Martin and Co who was accompanied by his colleague Linda Niveson as an observer. The Respondent did not attend. The Tribunal noted he had been served with the application paperwork together with the date and time of the Case Management Discussion and instructions for joining the teleconference. The Tribunal therefore determined to proceed in his absence.
- 4 The Tribunal explained the purpose of the Case Management Discussion and the legal test and asked Mr Haq to address them on his application.
- 5 Mr Haq confirmed that the tenancy had originally been a joint tenancy between the Respondent and two other tenants, Ms Ruth Riddler and Mr Scott Talbert. Ms Riddler and Mr Talbert had subsequently moved out but had not terminated their share of the tenancy. They had however entered into a payment agreement in respect of their share of the rent arrears, in terms of which they were paying £60 per week. The Respondent was not however making any payments. The payments from Ms Riddler and Mr Talbert had reduced the arrears to £1094 and the Applicant sought an order in that sum against the Respondent. The Respondents were jointly and severally liable for payment of the rent under the terms of the tenancy agreement. In response to questions from the Tribunal Mr Haq confirmed that the next rent would be due on the 18<sup>th</sup> May 2023 with a payment of housing benefit expected on 19<sup>th</sup> May 2023. The figure of £1094 was therefore the most up to date figure as at the date of the Case Management Discussion.

### **Findings in Fact and Law**

- 6 The Applicant entered into a Short Assured Tenancy Agreement with the Respondent, Ms Ruth Riddler and Mr Scott Talbert, the term of which was 18 May 2017 to 18 November 2017.
- 7 In terms of Clause 5 of the said Tenancy Agreement the Respondent agreed to be jointly and severally liable for payment of rent at the rate of £550 per month.
- 8 As at the date of the Case Management Discussion arrears in the sum of £1094 are outstanding.
- 9 The Respondent is therefore liable to pay the Applicant the sum of £1094 under the terms of the Tenancy Agreement between the parties.

## Reasons for Decision

- 10 The Tribunal was satisfied at the Case Management Discussion that it had sufficient information upon which to make a decision and that to do so would not be prejudicial to the interests of the parties. The Tribunal did not consider there to be any requirement to fix a hearing in the matter as there were no issues to be resolved. The Respondent had been served with the application paperwork and had been given the opportunity to attend the Case Management Discussion but had chosen not to do so, nor make written representations.
- 11 The Tribunal was satisfied based on its findings in fact that the Respondent was liable to pay the sum of £1094 to the Applicant based on the terms of the tenancy agreement between the parties. There was nothing before the Tribunal to contradict the position put forward by the Applicant and the Tribunal found Mr Haq's submissions to be credible in this regard.
- 12 The Tribunal therefore determined to make an order for payment in the sum of £1094. The decision of the Tribunal was unanimous.

## 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.**

R. O'Hare

11 May 2023

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Legal Member/Chair

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Date