



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 33 of the Housing (Scotland) Act 1988**

**Chamber Ref: FTS/HPC/EV/23/1558**

**Re: Property at 21 Cartha Street, Flat 0/2, Glasgow, G41 3HH (“the Property”)**

**Parties:**

**Mr Piyush Mishra, Mr Richa Bhargava, 12 Chestnut Drive, Middlesex, HA5 1LY (“the Applicant”)**

**Mr George Bedden, 21 Cartha Street, Flat 0/2, Glasgow, G41 3HH (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member) and Frances Wood (Ordinary Member)**

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

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

**Background**

1. This is an application in terms of Rule 66 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant is seeking an order for recovery of possession in terms of section 33 of the Act.
2. The Tribunal had before it the following documents:
  - a) Application dated 12<sup>th</sup> May 2023 received by the Housing and Property Chamber.
  - b) Short Assured Tenancy Agreement dated 15<sup>th</sup> March 2008.
  - c) Form AT5 signed by the parties on 14<sup>th</sup> March 2008.

- d) Notice to Quit dated 6<sup>th</sup> January 2023 requiring vacant possession as at 15<sup>th</sup> March 2023 with sheriff recorded delivery slip dated 7<sup>th</sup> January 2023.
  - e) Section 33 Notice dated 6<sup>th</sup> January 2023 requiring vacant possession as at 15<sup>th</sup> March 2023 with sheriff recorded delivery slip dated 7<sup>th</sup> January 2023.
  - f) Section 11 Notice dated 16<sup>th</sup> March 2023 with email servicing upon the local authority dated 11<sup>th</sup> May 2023.
- 3. On 19<sup>th</sup> July 2023, all parties were written to with the date for the Case Management Discussion (“CMD”) of 17<sup>th</sup> August 2023 at 2pm. The letter also requested all written representations be submitted by 9<sup>th</sup> August 2023.
  - 4. On 12<sup>th</sup> July 2023, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent personally. This was evidenced by Certificate of Intimation dated 12<sup>th</sup> July 2023.

### Case Management Discussion

- 5. The Tribunal held a CMD on 17<sup>th</sup> August 2023 at 2pm. The Applicant was not present but was represented by Mr Javid Haq, Lettings Manager, Martin & Co. Ms Lynda Nivison, Martin & Co was present as an observer. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Tribunal considered the Application.
- 6. Mr Haq said that although some payments have been made they have been sporadic. The rent charge is £595. A payment of £595 was made on 8<sup>th</sup> August 2023. Prior to that the Respondent paid £300 on 3<sup>rd</sup> June 2023, £300 on 4<sup>th</sup> May 2023, £300 on 7<sup>th</sup> April 2023, £300 on 15<sup>th</sup> March and £595 on 7<sup>th</sup> February 2023. The arrears have accrued to £7425. Mr Haq has been to the Respondent’s door but no contact has been able to be made with the Respondent. An application was made to the First Tier for payment of the arrears. The application was granted on 15<sup>th</sup> February 2023 for £5505 under case reference FTS/HPC/CV/2894.
- 7. Mr Haq had contacted the Respondent regarding the missed payments. The Respondent said that his bank account had been hacked. Mr Haq had recommended that he contact the bank and get them to investigate the hacking. There continued to be missed payments. When Mr Haq contacted the Respondent to enquire about the further missed payments, the Respondent said that his bank account was being hacked by a member of the bank staff. Mr Haq did not understand why the bank did not release the funds as it was clearly the bank’s fault if it has been caused by a member of staff. Mr Haq has offered to go to the bank with the Respondent to resolve this matter but the Respondent refused his help. Mr Haq said that the Respondent continues to use this bank account although issues raised date back to mid 2021. Mr Haq has seen no evidence that the bank account has actually been hacked and does not find the narrative credible.

8. The rent arrears persuaded the Tribunal that it would not be reasonable for the tenancy to continue. There has been no explanation of the arrears even though the Respondent was written to on 19<sup>th</sup> July 2023 advising of the CMD and the proceedings.
9. Mr Haq said that the Respondent lives in the Property with his partner. He believes that the Respondent's partner is employed. The Respondent does not work. This may prevent the Respondent from receiving benefits and so he does not believe that direct payments can be requested.
10. Mr Haq said that this is the only property owned by the Respondent for rental purposes.
11. The Tribunal considered that there were no issues of reasonableness to prevent an order being granted.

#### Findings in Fact

12. The parties entered into a Short Assured Tenancy on 15<sup>th</sup> March 2008 for 6 months. An AT5 was signed by both parties on 14<sup>th</sup> March 2008. The rent payments of £595 are due on the 15<sup>th</sup> day of each month. The rent charge was originally £550 per month.
13. The Housing and Property Chamber received an application dated 12<sup>th</sup> May 2023.
14. The Respondent has accrued rent arrears and has failed to address them. The Respondent has failed to adhere to the terms of his tenancy by maintaining his rent payments.
15. The Applicant wishes that the tenancy end.
16. The Respondent made no representations to the Housing and Property Chamber regarding his position.
17. There were no issues of reasonableness before the Tribunal that would prevent an order for eviction being granted.

#### Reasons for Decision

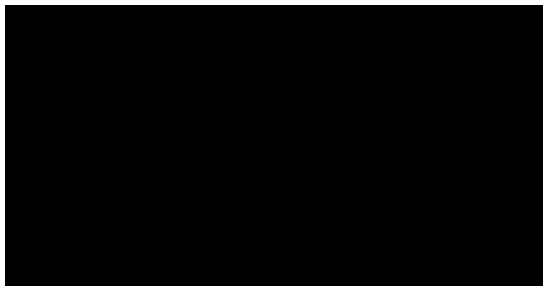
18. The Tribunal was satisfied that there were no other issues of reasonableness before them, that the notices had been served in an appropriate manner and that a Short Assured Tenancy had been entered into by the parties. Given this the Tribunal was satisfied that all appropriate paperwork had been served and there were no issues of reasonableness before them, the Order for repossession was granted.

## Decision

19. The Applicant is entitled to an Order of for recovery of possession.

## **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**

**17<sup>th</sup> August 2023**

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**Date**