



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/CV/21/0457

Re: Property at 4 Lebanon House, Cupar, Fife, KY15 4JL (“the Property”)

Parties:

Jill Crichton, Mrs Anne Bax, C/O 4 Lebanon House, Bank Street, Cupar, Fife, KY15 4JL; C/O 4 Lebanon House, Cupar, Fife, KY15 4JL (“the Applicants”)

Mr Robert Bingham, 61 Elizabeth Street, Tayport, Fife, DD6 9NB (“the Respondent”)

**Tribunal Members:
Virgil Crawford (Legal Member)**

Decision

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

BACKGROUND

1. The Property is owned jointly between the Applicants
2. By Lease dated 23 January 2018 the property was let to the Respondent;
3. The lease was granted by Mrs Anne Bax only. The contractual obligation by the respondent to pay rent was only in relation to Mrs Anne Bax, there being no agreement between the Respondent and Jill Crichton;
4. The rent payable was £550 per calendar month, payable monthly and in advance;
5. The Respondent made payment of a tenancy deposit of £550;
6. The Lease ended on 18 February 2021. At that time arrears of rent existed and amounted to £1,570.08;
7. The Applicant has recovered the tenancy deposit of £550 and has applied that towards the amount due by way of arrears of rent;
8. The arrears of rent due to the Applicant by the Respondent amount to £1,020.08;

THE CASE MANAGEMENT DISCUSSION

9. Mrs Anne Bax and the Respondent participated personally in the Case Management Discussion. Jill Crichton did not and the Tribunal did not consider it necessary for her to participate for the reasons stated below;

10. There was no dispute between the Parties in relation to the facts. The Respondent accepted that, as at the date on which the tenancy ended, he was in arrears of rent in the sum of £1,570.08. He is aware that the Applicant has recovered the tenancy deposit of £550 and that the balance due, therefore, is £1,020.08;
11. The only dispute between the Parties was in relation to the condition in which the property was left as at the termination of the tenancy, the Applicant asserting that it was unclean and untidy, the Respondent maintaining that he had left it in a good condition and he had photographic proof of that. The Tribunal pointed out that that particular disagreement was of no relevance to the issue to be determined by it, namely whether or not there were arrears of rent as at the date of termination of the tenancy. In relation to that particular matter there was, as stated, no dispute;
12. The Tribunal indicated that, given that there was no dispute about the facts, it appeared that an Order for payment would require to be made. The issue of time to pay then arose. The Applicant outlined his constrained financial position and, being aware of that, the Respondent intimated that, despite the fact that it would result in payment of the total amount due taking more than 3 years, she would be willing to accept payment at the rate of £25 per calendar month;

FINDINGS IN FACT

13. The Tribunal found the following facts to be established:-
 - a) The Property is owned jointly between the Applicants
 - b) By Lease dated 23 January 2018 the property was let to the Respondent;
 - c) The lease was granted by Mrs Anne Bax only;
 - d) The rent payable was £550 per calendar month, payable monthly and in advance;
 - e) The Respondent made payment of a tenancy deposit of £550;
 - f) The Lease ended on 18 February 2021. At that time arrears of rent existed and amounted to £1,570.08;
 - g) The Applicant, Mrs Anne Bax, has recovered the tenancy deposit of £550 and has applied that towards the amount due by way of arrears of rent;
 - h) The arrears of rent due to Mrs Anne Bax by the Respondent amount to £1,020.08;

REASONS FOR DECISION

14. During the sifting process in relation to this case the Tribunal noted that the application was in the name of Mrs Anne Bax alone but the Property was owned by Jill Crichton and Mrs Anne Bax. Mrs Bax was requested to either add Jill Crichton as a party or obtain her consent to the application. Jill Crichton was then added as a party. This was unnecessary. The application was for payment of rent. The

obligation to make payment arose from the lease entered in to between Mrs Anne Bax and the Respondent. Jill Crichton was not a party to the lease. She has no right nor title to demand nor receive any payment from The Respondent. Any order for payment required to be made in the name of Mrs Bax alone;

15. Given the agreement between the Parties in relation to the existence of rent arrears, the amount of rent arrears and, thereafter, the agreement in relation to payment being permitted by way of modest instalments, the Tribunal made the Order which had, effectively, been agreed to be the appropriate one by the Parties.

DECISION

The Tribunal granted an order against the Respondent for payment of the sum of ONE THOUSAND AND TWENTY POUNDS AND EIGHT PENCE (£1,020.08) STERLING to Mrs Anne Bax.

The Tribunal made a time to pay direction under Section 1(1) of the Debtors (Scotland) Act 1987, in the following terms:

The respondent is required to pay the sum of TWENTY FIVE POUNDS (£25.00) STERLING per calendar month until the full amount has been paid. The first payment must be made no later than one calendar month after intimation of this Order.

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.

Virgil Crawford

Legal Member/Chair

Date: 17 May 2021