



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/22/1552

Re: Property at 60 Kingsbridge Crescent, Glasgow, G44 4JU (“the Property”)

Parties:

Eskdale Properties LLP, 15 North Claremont Street, Glasgow, G3 7NR (“the Applicant”)

Ms Denise Gordon, 60 Kingsbridge Crescent, Glasgow, G44 4JU (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member) and Elizabeth Currie (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for possession of the Property under section 33 of the Housing (Scotland) Act 1988.

- Background
 1. An application was submitted to the Tribunal under Rule 66 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a repossession order against the Respondent upon termination of a short assured tenancy agreement.
- The Case Management Discussion
 2. A Case Management Discussion (“CMD”) took place on 3 October 2022 by conference call. The Applicant was represented by their letting agent, Mr Gardiner of Gardiner Waters Limited. There was no appearance by or on behalf of the Respondent. The application had been intimated on the Respondent by Sheriff Officer on 15 August 2022. The Tribunal was accordingly satisfied that

the Respondent had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondent's absence.

3. The Applicant's representative moved for the order for repossession to be granted as sought. The parties had entered into a Short Assured Tenancy Agreement. The Applicant had served a Notice to Quit and Notice in terms of section 33 of the Housing (Scotland) Act 1988 ("the 1988 Act") on the Respondent. The Respondent had failed to remove from the Property. The Applicant required repossession of the Property.
4. The Applicant's representative advised that the notices had been served to bring the tenancy agreement to an end due to the Respondent accruing rent arrears, and also due to a failure to allow access for inspection. The arrears currently stand at £2,500. Nothing had been paid by the Respondent since April 2022. The monthly rent is £600. The landlord has tried to work with the Respondent and tried to get her to engage but this has not been successful. Emails have been sent to the Respondent recently on 17 August 2022, 12 September 2022 and 15 September 2022 advising of the rent arrears accruing and urging her to engage, but they have not been responded to. The Applicant's representative has tried to phone the Respondent but she has not answered. He has attended at the Property on a couple of occasions and the blinds and curtains have been closed both times and it appears that she may no longer be living there, albeit no keys have been returned. There was furniture sitting outside of the Property. The Applicant's representative has been unable to speak to any neighbours to ascertain if the Respondent has been seen at the Property of late. The last contact received from the Respondent was on 20 July 2022 when she advised that she was waiting on keys for a new property and would update them when she had a moving date. Nothing further has been heard from her. The Respondent is believed to be unemployed. She has three children, whose ages are not known.

- Findings in Fact

5. The Tribunal made the following findings in fact:

- (i) The parties entered into a Short Assured Tenancy Agreement ("the Agreement") which commenced 6 March 2016. The Agreement stated that the start date was 6 March 2016 and the end date was 5 March 2017. Thereafter, if the Agreement is not brought to an end by either party it will run on a monthly basis until ended by either party;
- (ii) A Notice to Quit and notice under section 33 of the 1988 Act were served on the Respondent on 7 October 2022;
- (iii) The Notice to Quit and notice under section 33 of the 1988 Act required the Respondent to remove from the Property by 5 May 2022;

- Reasons for Decision

6. The Tribunal was satisfied that the terms of section 33 of the 1988 Act had been met: namely that the tenancy had reached its term; tacit relocation was not operating; a notice had been served in terms of that section giving at least 2

months' notice; and no further contractual tenancy is in existence. The Tribunal was also satisfied that it was reasonable under the circumstances to grant the order. The Respondent had accrued considerable arrears of rent and has failed to engage with the Applicant in this regard. The arrears continue to accrue and nothing has been paid since April 2022.

- Decision
7. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for possession of the Property under section 33 of the Housing (Scotland) Act 1988.

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.

Fiona Watson

Legal Member/Chair

Date: 3 October 2022