



**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/20/1451**

**Re: Property at 22B Black Street, Airdrie, ML6 6LX (“the Property”)**

**Parties:**

**Mrs Agnes Morrison, 3 Cloister Avenue, Airdie, ML6 9QS (“the Applicant”)**

**Mr Christopher Broadbridge, ADDRESS UNKNOWN, ADDRESS UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Valerie Bremner (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of £1793.15 be made against the Respondent and in favour of the Applicant.**

**Background**

This is an application for a payment order in respect of rent arrears said to be due at the property. The Tribunal acknowledged receipt of the application being made on 3 July 2020 and the application was accepted by the Tribunal on 16 July 2020. The application was listed for a case management discussion on 23 October 2020.

**Case Management Discussion**

The Case Management Discussion was attended by Miss McGuire of Jewel Homes, the Applicant’s representative. The Respondent did not attend and was not represented at the Case Management Discussion.

Attempts to serve papers on the respondent for the case management discussion were unsuccessful and the Tribunal had proceeded to serve the application by means of service by advertisement in terms of Rule 6A of the tribunal rules of procedure. The Tribunal had sight of a certificate of service of the application by advertisement. The Tribunal was asked by Miss McGuire to proceed in the absence of the Respondent and the Tribunal was prepared to do that given that the requirements of Rule 24 of the Tribunal rules on notice to parties appeared to have been met. The Tribunal had sight of the application, a tenancy agreement, Form AT5, and a ledger in respect of rent payments.

Miss McGuire advised the Tribunal that the tenancy had commenced on 1 June 2017 and had ended on an agreed date on 4 July 2019. The monthly rent was £395 and no deposit had been paid. The rent ledger showed amounts due which were less than £395 being required on a regular basis but Miss McGuire confirmed that to assist the Respondent in payment of the rent he had been requested to pay the rent four weekly rather than monthly which meant that he was required to pay £364.62 on a four weekly basis. Miss McGuire also indicated that the Respondent had been in receipt of housing benefit throughout the tenancy. This was paid directly to the landlord's agent. It appeared that midway through the tenancy the Respondent had taken part-time work which reduced his entitlement to housing benefit and towards the end of the tenancy the sums being paid by way of housing benefit were extremely small. Miss McGuire confirmed that the tenant was aware of the arrears and had been sent letters confirming the arrears while he was still in occupation of property. She indicated that when he left he had been made aware of the arrears but was simply refusing to pay the sum due. The Respondent had said he was not happy with the way the tenancy had progressed and would not pay the arrears. Miss McGuire indicated that her position was that the problem was not with the property but had been with the tenant. She said that the property now had a new tenant in it and there had been no issues with the new tenant. Miss McGuire accepted that as she said in every tenancy there are items which require to be dealt with and she said that these had been dealt with during this tenancy.

The amount said to be due in arrears of rent was £ 1793.15. There had been no delay or failure in payment of a benefit which gave rise to the arrears.

The Tribunal was satisfied that it had sufficient information in order to make a decision and that the proceedings had been fair.

## **Findings in Fact**

1. The Applicant and the Respondent entered into a tenancy agreement at the property with effect from 1 June 2017.
2. The tenancy ended by agreement on 4 July 2019.
3. The monthly rent at the property was £395 and no deposit was taken from the Respondent.
4. The rent was paid in part by housing benefit which was paid direct to the landlord's agents. As the tenancy continued the amount of housing benefit being paid decreased due to the Respondent taking part-time work. The rent not paid by Housing benefit was due to be paid by the Respondent himself.

5.The Respondent was advised that he was in arrears during the tenancy but made no attempt to pay the arrears. At the end of the tenancy he had indicated that he was not happy with the tenancy and was simply not paying.

6.The rent arrears which accrued at the property amount to £1793.15.

7.The sum of £1793.15 in terms of rent arrears at the property is lawfully due by the Respondent to the Applicant.

### **Reasons for Decision**

The Tribunal was satisfied that the amount sought by way of a payment order was lawfully due in respect of rent arrears at the property due by the Respondent to the Applicant. It was clear that efforts had been made to advise the Respondent of the arrears and that no effort to make payment been made.It was therefore reasonable to make the order.

### **Decision**

The Tribunal made a payment order in the sum of £1793.15 against the Respondent and in favour of the Applicant.

### **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.**

Valerie Bremner

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**Legal Member/Chair**

23.10.20  
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**Date**