



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) Scotland Act 2016**

**Chamber Ref: FTS/HPC/CV/21/1063**

**Re: Property at 27 Oldmeldrum Road, Bucksburn, Aberdeen, AB21 9AD (“the Property”)**

**Parties:**

**Mr Jeremy Herbert, 5 Gullymoss Gardens, Westhill, Aberdeenshire, AB32 6NF (“the Applicant”)**

**Mr Goksel Sevinc, 16B Marquis Road, Woodside, Aberdeen, AB24 2QU (“the Respondent”)**

**Tribunal Members:**

**Jan Todd (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent to the Applicant be granted in the sum of £3,769.61 to be paid in instalments at the rate of £50 per month until fully paid.**

**Background**

- (a) This was the second case management discussion (CMD) to consider the application made by the Applicant Jeremy Herbert under Rule 111 of the Tribunal rules for an order for payment of rent arrears from the tenant Mr Goksel Sevinc the Respondent.
- (b) The Application was lodged on 4<sup>th</sup> May 2021 and accepted by a legal member of the Tribunal.
- (c) The following papers were lodged with the application:-
  - a. Copy of the Tenancy Agreement between the Applicant as the landlord and the Respondents dated 7<sup>th</sup> October 2019.

- b. Copy rent statement showing sum of £4,472.08 outstanding as at 8<sup>th</sup> April 2021.
- (d) Prior to the first CMD on 28<sup>th</sup> June the Applicant advised the keys had been handed back by the tenant on 25<sup>th</sup> May and he lodged a revised rent statement showing further rent due and payments made by universal credit up to 2<sup>nd</sup> June 2021. The new sum sought was then £4,469.61 slightly less than the original sum.

### **The Case Management Discussion on 28<sup>th</sup> June at 2pm**

- (e) At the first CMD held on 28<sup>th</sup> June 2021 at which both the applicant and the Respondent were present the following facts were agreed
  - 1. The Applicant and Respondent were landlord and tenant in the above Property until the tenancy ended on 25<sup>th</sup> May 2021.
  - 2. There are some arrears due by the Respondent to the Applicant.
  - 3. The deposit of £500 is being claimed by the Applicant
  - 4. The rent due for May 2021 should be pro rata to reflect the ending of the tenancy on 25<sup>th</sup> May.
- (f) It was determined that another CMD should take place to allow the Applicant to lodge a further rent statement showing the revised rent due from 8<sup>th</sup> May to the end of the tenancy on 25<sup>th</sup> May and also showing any further payments made between now and the next CMD, by the Respondent, in respect of the deposit or from Universal Credit and to allow the Respondent to confirm if he agrees with any revised figure for rent arrears when it is lodged by the Applicant or to clarify what rent he believes is due and owing.
- (g) The Applicant duly lodged a revised rent statement showing a reduced sum of £3,769.61 due after reduction in the rent due to 25<sup>th</sup> May and deduction of £500 for the deposit.
- (h) This second CMD took place at 10am on 28<sup>th</sup> July by teleconference call and the Applicant was again in attendance with his wife and the joint owner of the Property Mrs Carol Herbert. The Tribunal noted she was in attendance as a supporter. The Respondent Mr Sevinc was not initially on the call but Mrs Herbert had advised the clerk that Mr Sevinc had called her at 9.50 am to check the details of the call and so the legal member having checked Mr Sevinc had given permission to be contacted by the Tribunal, agreed he should be called to see if he needed assistance. Mr Sevinc dialled in around 10.15 advising he had used the previous dial in details which had caused the delay.
- (i) The legal member made introductions and advised the parties of the purpose of the continued CMD. The legal member checked that the Respondent had received the revised rent statement from the Applicant and he confirmed he had.
- (j) The Applicant advised he has deducted the deposit monies which have now been received and has revised the final rent for May to include the pro rata amount due from 8<sup>th</sup> May to 25<sup>th</sup> May when the tenancy ended
- (k) Mr Sevinc agreed this amount of £3769.61 was due and owing. He advised he has tried to contact Universal credit and will continue to press for further payments but has not received anything further. In the meantime he agreed

that rent was outstanding and offered to pay £50 per month. The Applicant confirmed he was happy to accept this offer and the Respondent advised he would pay on the first of every month.

### **Facts Agreed**

1. The Applicant is the landlord and owner of the Property.
2. The Applicant and the Respondent entered into a lease of the Property on 7<sup>th</sup> October 2019.
3. The rent agreed to be paid is £500 per month.
4. The tenancy ended on 25<sup>th</sup> May 2021
5. The Rent due and outstanding at today's date after deduction of the deposit of £500 which was repaid to the Applicant is £3,769.61

### **• Reasons for Decision**

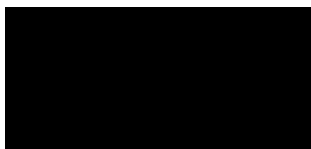
6. This was an application for payment of rent arrears arising out of the lease of the Property by the Respondent from the Applicant. The parties both agree the tenancy ended on 25<sup>th</sup> May 2021. The Applicant has lodged a revised rent statement showing the sum due after deduction of the deposit and the adjustment of the final month's rent to reflect the tenancy ended mid-way through a month. The Respondent agrees that the rent is due and owing he has made an offer to pay of £50 per month which the applicant has accepted appreciating that the Respondent would have difficulties paying more.
7. The Tribunal accepts that the rent is due and owing and given the parties agreement on the time to pay grants an order for the revised amount sought at a rate of £50 per month.

### **• Decision**

An order for payment in the sum of £3769.61 at a rate of £50 per month is granted.

### **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**

**Date 28<sup>th</sup> June 2021**