



**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/19/2676

Re: Property at Flat 2/3, 3 Glencairn Drive, Glasgow, G41 4QP (“the Property”)

Parties:

**Mr Naveed Rashid, c/o Property 4U, 434 Cathcart Road, Glasgow, G42 7BZ
 (“the Applicant”)**

**Mr Jonathan Skinner, Flat 2/3, 3 Glencairn Drive, Glasgow, G41 4QP (“the
 Respondent”)**

Tribunal Members:

Morag Leck (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
 Tribunal”) determined that the Applicant was entitled to an order for payment
 by the Respondent to the Applicant in the sum of £7272**

1. By Application received by the Tribunal on 26th August 2019 (“the Application”), the Applicant applied to the Tribunal for an order for payment in respect of alleged arrears of rent arising from the Respondent’s tenancy of the Property.

The application included copies of:-

- 1) Tenancy Agreement commencing 1st August 2018
- 2) Rent statement up to 1/8/19
- 3) Confirmation that the Applicant’s wife consented as joint owner to proceedings being raised in the sole name of her husband.

2. By Notice of Acceptance dated 21 October 2019 a Legal Member of the Tribunal with delegated powers accepted the Application which was referred to a Case Management Discussion (CMD) on 4 December 2019.
3. Prior to the CMD, the Applicant's solicitor submitted an email request to amend the application to the sum of £8080 in respect of arrears sought as set out in an updated rent statement attached to the email.

Case Management Discussion

The CMD was held on 4 December 2019 at the Glasgow Tribunals Centre. It was attended by the Applicant's legal representatives, Mr Kenneth Caldwell. The Applicant did not attend. There was no appearance by the Respondent. The Notice of the Hearing had been served on the Respondent by Sheriff Officers on 4 November 2019. The CMD therefore preceded in his absence. The application was heard alongside a related case which proceeds under Chamber Reference FTS/HPC/EV/19/2674

4. As a preliminary matter, the Tribunal referred to the applicant's request to amend the application under Rule 13 submitted by email on 22nd November. It was pointed out by the Tribunal that Rule 13 related to the amendment of representations and Rule 14A referred to amendment of an application including the sum claimed. Mr Caldwell then confirmed that he would withdraw his request and proceed on the basis of the sum set out in the application. He also advised that he was not seeking expenses and no interest was sought. The Tribunal proceeded with the CMD on this basis.
5. Mr Caldwell confirmed that his submissions related to both applications. As regards this application he was acting on behalf of the applicant and his Letting Agents namely Property 4 U who had taken over management of the property within the last 18 months. The Respondent had been in position since 2016. He understood that it was envisaged at the outset of the tenancy that the Respondent would pay the contractual rental. The Landlord was unaware of housing benefit funding. However housing benefit payments towards the rent commenced almost immediately. He understood that the Respondent's partner had died suddenly prior to Property 4 U taking over as letting agents and that given the particular circumstances no action had been taken against the Respondent by the previous letting agent. He also understood that there had been very limited dialogue by the current letting agent with the Respondent as regards rent arrears. There had been repeated promises to pay the arrears including payment of a lump sum but no monies had been paid. Mr Caldwell added that the property was in need of repair and the letting agents had difficulty gaining access including checking gas appliances. The Respondent was not cooperating and failing to engage. He understood that the Respondent currently remained unemployed. It was the Applicant's position that the arrears remained lawfully due and he accordingly sought an order in terms of the amount of arrears applied for being £7272

Findings in Fact

6. The parties entered into a contractual Assured Tenancy which started on 1st August 2016.
7. The rent for the property was £600 per month.
8. The Respondent continues to reside in the property at the present time.
9. At the date of the application the Respondent had arrears of rent of £7272

Reasons for Decision

10. The Tribunal was satisfied that there was a valid certificate of Service by Sheriff Officers and that the Respondent was aware of the time and place of the CMD. He had not attended and not submitted any written representations,
11. The Tribunal was also satisfied from the documents provided by the Applicant and the submissions made at the CMD that there was a contractual Assured Tenancy in place at commencement of the tenancy and the Respondent had accrued rent arrears of £7272 at the time of the application to the Tribunal which had not been paid.
12. The Tribunal, having been satisfied that the amount of £7272 was due by the Respondent to the Applicant, a payment order for that sum was made.

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.

M Leck

Legal Member

Date

4/12/09