



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 Housing (Scotland) Act
2014**

Chamber Ref: FTS/HPC/CV/20/0145

Re: Property at Flat 1, 20 Cleveden Gardens, Glasgow, G12 0PT (“the Property”)

Parties:

**Mr James Paterson, Mrs Eleanor Paterson, Unit 8, Honey Hill, 35 Honey Hill,
Paget, PG 04, Bermuda (“the Applicants”)**

**Mr Manminderpal Jheeta, 51 Hatley Avenue, Ilford, Essex, IG6 1EG (“the
Respondent”)**

Tribunal Members:

Josephine Bonnar (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment of the sum of £9500 should be
made in favour of the Applicant.**

Background

1. By application dated 10 January 2020 the Applicants seek a payment order for arrears of rent owed in relation to the property. Documents lodged in support of the application include copy short assured tenancy agreement and rent statement.
2. A copy of the application was served on the Respondent by Process Server on 11 February 2020. Both parties were advised that a Case Management Discussion (“CMD”) would take place on 13 March 2020 at 10am at Glasgow Tribunal Centre, 20 York Street, Glasgow, which they were required to attend.
3. The case called for a CMD on 13 March 2020 at 10am. The Applicant was represented by Ms Caldwell. The Respondent did not attend and was not represented.

Case Management Discussion

4. Ms Caldwell advised the Legal Member that the Respondent occupied the property in terms of the short assured tenancy from September 2017 until 22 October 2019, when the keys were returned. There were two other occupants, both named on the agreement as joint tenants. However, neither appear to have signed the agreement. In terms of the agreement rent is due at the rate of £2400 per calendar month.
5. Ms Caldwell advised the Legal Member that the Applicants had elected to seek an order against the Respondent only. This was partly due to the absence of signatures on the tenancy agreement of the other two individuals named as joint tenants, and partly because their whereabouts are currently unknown to the Applicants. In any event the agreement states "Where there is more than one tenant, all obligations, including those for rent and repairs, can be enforced against all of the tenants jointly and against each severally". This provision entitles the Applicants to seek payment from Respondent alone.
6. Ms Caldwell confirmed that the Applicant has had no contact from the Respondent regarding the arrears of rent. No payment has been made to the sum outstanding of £9500. The Applicant has received repayment of the tenancy deposit from the tenancy deposit scheme. This is being applied to the cost of carrying out repairs to the property for damage caused by the former tenants. The Applicant therefore seeks payment of the arrears of rent owed at the end of the tenancy, of £9500.

Findings in Fact

7. The Applicants are the owners and former landlords of the property.
8. The Respondent is a former tenant of the property in terms of a short assured tenancy agreement dated 5 September 2017.
9. The tenancy ended on or about 22 October 2019.
10. The sum of £9500 is owned in unpaid rent to the Applicants

Reasons for decision

11. The Respondent signed a tenancy agreement in September 2017. In terms of the agreement rent was due at the rate of £2400 per calendar month. There are two other people names on the tenancy agreement as joint tenants, however neither appear to have signed the agreement. In any event, the agreement stipulates that the tenants will be jointly and severally liable for the rent due.
12. Between June and October 2019 the Respondent incurred arrears of rent in the sum of £9500. Despite demands for payment, no payment has been made to

the sum outstanding. The Legal Member is satisfied that an order for payment in the sum of £9500 should be made.

Decision

13. The Tribunal determines that an order for payment of the sum of £9500 should be made in favour of the Applicants.

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.

Ms Josephine Bonnar

Josephine Bonnar, Legal Member/Chair

13 March 2020