



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 18(1) of the Housing (Scotland) Act 1988

Chamber Ref: FTS/HPC/EV/18/2407

Re: Property at 2 Crusader Crescent, Stewarton, KA3 3BL (“the Property”)

Parties:

Mr David Murray Scott, 3 Benview Road, Tain, IV19 1LW (“the Applicant”)

Mr Gordon Douglas, 2 Crusader Crescent, Stewarton, KA3 3BL (“the Respondent”)

Tribunal Members:

Colin Dunipace (Legal Member)

Decision in absence of the Respondent

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

This case called before me as a Case management Discussion on 9 November 2018 in relation to an Application by the Applicant Mr Gordon Douglas for an Order in terms of Section 18(1) of the Housing (Scotland) Act 1988 for possession in respect of the assured tenancy comprising the subjects. In the present case there was no written tenancy agreement, the Applicant having entered into a verbal agreement that the property would be let to the Respondent at a monthly rent of £250 per month. The position of the Applicant was that this verbal agreement was entered into on 12 August 2016 (and not 2018 as stated in the Application). In this regard the Applicant made reference to the case of *Gray v Edinburgh University* 1962 SLT 173 as being authority for the proposition that in cases where there was no written Tenancy Agreement that the inferred terms of such agreement were that the lease was to be for one year. The Applicant also stated that whilst the Respondent had initially made

payment of rent from 12 August 2016 until 5 June 2017, that no further payments had been received since then. The Notice to Quit had been served upon the Respondent on 16 February 2018. The Applicant had served upon the Respondent a Form AT6 under Grounds 8, 11 and 12 indicating that the Respondent was required to remove from the premises on or before 12 August 2018.

Case Management Discussion

This case called as a Case Management Discussion on 9 November 2018. At this Discussion the Applicant was represented by Ms Mullan of Messrs TC Young Solicitors. The Respondent was not present at this Discussion. Having considered the question of service I was satisfied that lawful service had been effected upon the Respondent and that the Discussion could proceed in his absence. For the Applicant Ms Mullan indicated that whilst the Respondent continued to reside in the premises that he had not paid any rent since 5 June 2017. The current arrears of rent were in the sum of £4,302. It was submitted therefore that Grounds 8, 11 and 12 had been established and the Applicant sought an Order at this stage in terms of Section 18 of the Housing (Scotland) Act 1988.

Findings in Fact

1. The Parties entered into a verbal agreement on 12 August 2018 whereby the Respondent rented the subjects from the Applicant at a monthly rental of £250. Given that the agreement was verbal the implied length of this lease was for one year.
2. The Respondent initially made rental payments but these ceased on 5 June 2017. The current arrears of rent were currently £4,302. The Respondent continued to reside in the premises.

Decision

Having regard to the foregoing I determined that there was no requirement for a full Hearing in this case. I was satisfied that the Applicant had established Grounds for eviction in terms of Section 18(1) of the Housing (Scotland) Act 1988, and I accordingly granted the Application and made an Order in terms of the aforementioned Section 18(1).

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.

COLIN DUNIPACE

Legal Member



Date

9/11/18