

**Housing and Property Chamber**  
First-tier Tribunal for Scotland



**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/18/3501**

**Re: Property at 12 The Grange, Perceton, Irvine, KA11 2EU (“the Property”)**

**Parties:**

**Mr Inderjit Singh, 16 The Grange, Perceton, Irvine, KA11 2EU (“the Applicant”)**

**Mr Roy Dalley, Mrs Jackie Dalley, 12 The Grange, Perceton, Irvine, KA11 2EU (“the Respondent”)**

**Tribunal Members:**

**Melanie Barbour (Legal Member) and David MacIver (Ordinary Member)**

**Decision**

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

**Background**

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment to the Applicant in relation to rent arrears due by the Respondents.
2. The application contained:-
  - a copy of the Tenancy Agreement;
  - a copy of the rental schedule; and
  - copy of bank statements.
3. This application had been continued from a previous case management discussion which took place on 4 March 2019 reference is made to the terms of the Note prepared in relation to that hearing.

4. The Applicant was in attendance and was represented by Ms Susan Bell, from Messrs Bell & Co. The Respondents were in attendance and represented themselves. It was noted that that one of the reasons for continuing the application from the case management discussion was in order that the Respondents could seek legal advice on this and an accompanying application. The Respondents confirmed that they were not legally represented and had decided not to seek legal advice on either application.

#### The Hearing

5. A preliminary issue was raised by Mrs Jackie Dalley that the application was in the name of Roy Dalley as the only Respondent. Mrs Dalley sought clarification as to why she was not also named as a Respondent given it was a joint tenancy. Ms Bell confirmed that the application should seek an order against both tenants and therefore moved to amend the application, to include Jackie Dalley as a second Respondent in this matter. Jackie Dalley confirmed that she did not object to this amendment. Accordingly, the Tribunal allowed the application to be amended to include Jackie Dalley as a second Respondent.
6. The Applicants' representative submitted an up-to-date rent schedule and advised that the current rent owed in terms of the tenancy agreement was £5350. She advised that this was in relation to rental payments due as at the end of March 2019.
7. The Respondents advised that they did not object to the application, they accepted that rent arrears were due, however they were unhappy about the date on which the rent was due, they had requested that the rent due date be moved from the end of every month to the 14<sup>th</sup> of every month.
8. Ms Bell advised that the Respondents had emailed the Applicant around 3 months ago asking to change the date of when rent payments were due, she advised that the Applicant would not object to that date being changed subject to the rent and arrears being paid, however this had not happened and rent arrears were still outstanding and rent had not been paid consistently. She referred to the updated rent statement in support of this position. She noted that there had been some payments made, on various dates, however the total rent due was not being paid.
9. The Respondents confirmed that they were not disputing the level of arrears which were currently claimed to be outstanding, or that those arrears were due.

#### Findings in Fact

10. The Tribunal found the following facts to be established:

11. A tenancy agreement was entered into between the Applicant and the Respondents for the property and existed between the parties.
12. It was commenced on 30 April 2018.
13. The clause 7 in the tenancy agreement provided that rent was £950 per calendar month payable in advance and that rent was due on the last day of month.
14. That the rental statement showed payments which had been made towards rent by the Respondents during 2018 and 2019.
15. The Respondents agreed that sum due by end of March 2019 was £5350.

#### Reasons for Decision

16. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from a private residential tenancies.
17. As this tenancy is a private residential tenancy the Tribunal is content that we have jurisdiction to deal with this case.
18. The Respondents did not object to the arrears which are claimed to be due.
19. The tenancy agreement created obligations between the parties, those obligations included, to pay rent. The Respondents had failed to adhere to this obligation. There was submitted an updated rental statement showing the updated arrears due.
20. On the basis of the evidence submitted and having regard to all papers submitted including the application, the Tribunal consider that we should make an order for the amended.

#### Decision

We grant an order in favour of the Applicant for FIVE THOUSAND THREE HUNDRED AND FIFTY POUNDS (£5,350) STERLING against the Respondents.

#### **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. Barbour

\_\_\_\_\_  
Legal Member/Chair

17.4.19  
\_\_\_\_\_  
Date