



**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/PR/18/1114**

**Re: Property at 20 Central Avenue, Viewpark, Uddingston, Glasgow, G71 6HD  
("the Property")**

**Parties:**

**Mr Zimele Maroti, Flat 4, 36 Falkirk Road, Bonnybridge, Stirlingshire, FK4 1BD  
("the Applicant")**

**Mr William Reid, 12 Cherry Place, Viewpark, Uddingston, Glasgow, G71 5BZ  
("the Respondent")**

**Tribunal Members:**

**Nairn Young (Legal Member)**

**Decision**

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

- Background

This application is for an order for payment of the sum of £216.04, said to be due as a rebate of rent paid. It called for a Case Management Discussion on 27 July 2018 and was adjourned, to allow parties to take legal advice as to their positions. The Case Management Discussion resumed at 10am on 1 October 2018. Both the Applicant and Respondent were present in person; the Respondent with Helen Steele as his supporter.

- Findings in Fact

The factual background is not in dispute between the parties. The Property was let to the Applicant by the Respondent in terms of a short assured tenancy, commencing on 29 May 2017, running initially to 29 November 2017. Rent of £550 was payable on the 29<sup>th</sup> of each month. After giving the dates of the original term of the tenancy,

the lease states, at para.1, "Thereafter, the lease shall continue until terminated by one party giving not less than one month's notice of termination in writing." The Applicant gave notice to terminate the tenancy on 20 January 2018. On 29 January 2018, he paid the Respondent £550 in rent. He had vacated the Property by 20 February 2018. No money has been refunded to him in regard to the period 20 to 28 February 2018.

- Reasons for Decision

The Applicant gave notice and terminated the tenancy correctly. There is nothing in the terms of tenancy agreement that requires termination to take place on a particular day in the month and, in particular, there is no reason to interpret the agreement as requiring the termination date to correspond with the payment of the rent. The Applicant contended that 'one month's notice' in this case meant 28 days, the month in question being a February. I do not consider that to be the correct interpretation of the terms of the lease. Unless some other method of calculation is stipulated in the lease, a month's notice must be the period between the days of the same number within two consecutive months. In this case that is therefore 31 days. On that basis, the Applicant terminated the lease with 10 days remaining in the month that his final payment of £550 applied to. He is due a rebate of  $10/31$  multiplied by 550, or £177.42. I therefore granted an order for payment of that amount.

- Decision

Order for payment by the Respondent to the Applicant of the sum of £177.42 (ONE HUNDRED AND SEVENTY-SEVEN POUNDS AND FORTY-TWO PENCE STERLING).

### 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.**

Nairn Young

Legal Member/Chair

1 OCTOBER 2018  
Date