



**Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 14(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref:** FTS/HPC/TE/22/0736

**Property:** 1 Glenburn Cottages, Occumster, Lybster KW3 6AY (“the Property”)

**Parties:** Mr Paul Baker, 1 Glenburn Cottages, Occumster, Lybster KW3 6AY (“the Applicant”)

Mr Raymond Gunn, West Clyth Farm, Occumster, Lybster KW3 6AU (“the Respondent”)

**Tribunal Members:**

Mark Thorley (Legal Member)

Gordon Laurie (Ordinary Member)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that aside from the date of commencement of the tenancy and the date of payment of rent the Tribunal considered that the written terms accurately reflect the terms of the tenancy.

**Background**

1. The applicant applied to the Tribunal by application dated 8 February 2022. Accompanying the application was correspondence between the applicant and the respondent together with various messages sent between the parties. The application was received on 15 March 2022 and certain further information was sought. On 29 April 2022 the application was accepted for determination. At the hearing the applicant attended as did the respondent by teleconference.
2. It was accepted at the teleconference that a Tenancy Agreement had been prepared by the respondent. On going through the Tenancy Agreement it was noted that parties agreed that the commencement date of the tenancy was 25 November 2021 and that rent would be paid on the first day of each month. The only outstanding issue surrounding the terms of the Tenancy Agreement was the amount of rental. The issue was that the monthly rent was due to be £450 per month but an additional £100 per month was added in respect of heating provided by the respondent ( therefore totalling £550 per month)

3. The applicant disputed that the sum agreed for the heating was £100 per month but indicated that the agreement for the cost of the heating had been fixed at the sum of £25 per month ( thereby totalling £475 per month)
4. The applicant did acknowledge that he had received a Tenancy Agreement.

### **Findings in Fact**

5. The applicant was provided with a Tenancy Agreement dated 2 March 2022.
6. The applicant wrote to the Respondent on 10 January 2022 accepting the rental charge of £550 per month.
7. At the time the Tribunal considered the application the landlord had provided the tenant with information.
8. Rent is due to be payable in the sum of £550 per month.
9. The commencement date of the tenancy was 25 November 2021.
10. Rent is due to be paid on the first day of each month

### **Reasons for decision**

11. The issue between the parties was the amount of rent to be paid. It was agreed there was a base rent of £450 per month. The position was thereafter what additional sum was due in respect of heating. The respondent provides heating through a biomass boiler.
12. The applicant's position was that it was agreed that £25 per month be paid. The respondent indicated that was not correct and it was £100 per month that was to be added. The basis of this was that there is a biomass boiler. The house could not be heated at the rate of £25 per month. The previous tenant had been billed £20 per week.
13. The Tribunal considered the position. The Tribunal did not consider it was reasonable to heat a house for the sum of £25 per month.
14. The Tribunal also accepted the respondent's evidence that the previous tenant had been charged £20 per week for heating.
15. As a result the Tribunal having noted that the Tenancy Agreement set out the sum of £550 per month (being £450 per month for base rent and £100 per month for heating) accepted that clause contained within the Agreement.

The parties were agreed that the Tenancy Agreement did not reflect accurately the position in terms of the commencement date of the tenancy or the date when rent was due to be paid and the Tribunal but that otherwise the terms of the Tenancy Agreement accurately reflect the terms of the tenancy.

16. The Respondent should amend these terms

### **Decision**

The Tribunal determined that the Tenancy Agreement accurately reflected the terms of the tenancy

### **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.**



**Legal Member/Chair:**

**Date:** 19 July 2022