



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

Chamber Ref: FTS/HPC/CV/23/3342

Re: Property at 15 Sorn Green Fife, Glenrothes, KY7 4SF (“the Property”)

Parties:

Mr George Quipp, 1 Wemyss Court, Glenrothes, Fife, KY7 4SX (“the Applicant”)

Mrs Rebecca Dean, 15 Sorn Green, Glenrothes, Fife, KY7 4SF (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondent in favour of the Applicant in the sum of THREE THOUSAND FOUR HUNDRED AND TWENTY-FIVE POUNDS (£3425.00) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

Background

1. This is an action for recovery of rent arrears of £3425 raised in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of the front page of Short Assured tenancy commencing 11 September 2015 between the Applicant on the one part and Stephen Dean and Rebecca Dean, the Respondent, an AT5, bank statements and a rent statement.

3. On 14 November 2023 the Tribunal accepted the application under Rule 9 of the Regulations 2017.
4. On 27 November 2023 the Tribunal enclosed a copy of the application and invited the Respondent to make written representations to the application by 17 January 2024. The Tribunal advised parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 19 February 2024. This paperwork was served on the Respondent by William Wywalec, Sheriff Officer, Kirkcaldy on 3 January 2024 and the Execution of Service were received by the Tribunal administration.
5. On 19 January 2024 the Tribunal issued a Notice of Direction in terms of which the Applicant was to provide an up to date rent statement by 5 February 2024. On 4 February 2024 the Applicant forwarded a rent statement to 11 January 2024.

Case Management Discussion

6. The Tribunal proceeded with the CMD on 19 February 2024 by way of teleconference. The Applicant appeared on his own behalf with his wife Lorna Quipp. There was no appearance by or on behalf of the Respondent despite the CMD starting five minutes late. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in her absence. The case was heard together with an application for eviction under case reference FTS/HPC/EV/23/3246.
7. The Tribunal had before it a copy of the front page of Short Assured tenancy commencing 11 September 2015 between the Applicant on the one part and Stephen Dean and Rebecca Dean, the Respondent, on the other part, an AT5, bank statements and a rent statement to 11 January 2024. The Tribunal noted the terms of these documents.
8. Mr Quipp explained that he did not expect to get any money from the Respondent. Arrears had increased from 11 January 2024 as shown in the rent statement. They were now £6665.56. He had heard nothing from the Respondent. He had sent her a copy of the papers he submitted to the Tribunal. The Tribunal noted the rent statement showing arrears to 11 January 2024 of £6200.56 and that the last payment to account was £107 on 2 June 2023. The Tribunal also noted the monthly rent was £465.
9. Mrs Quipp explained that she had had the most contact with the Respondent as she looked after the properties they let out. She explained the Respondent had been on statutory sick pay for the last 6 months, but was about to go back to work. She understood the Respondent worked full time but was not sure what her job was. The Respondent had asked to pay rent weekly as she

and her partner were paid weekly, Mrs Quipp referred to the text messages and explained she did not want to see anyone struggling so had tried to help the Respondent by being understanding with regard to the arrears.

10. In answer to questioning by the Tribunal regarding the rent arrears Mrs Quipp explained that up until 2021 the tenancy had been conducted satisfactorily. Mrs Quipp received a text from the Respondent in 2021 to advise that her husband who was the joint tenant had left. It was at that stage that the arrears started to arise. She understood the Respondent had taken advice from CAB regarding getting benefits but she had been advised she was not entitled to any benefits as she earned more than the threshold. The Council case worker who had been assigned to help the Respondent after the eviction proceedings had been raised had urged the Respondent to pay her rent.

Findings in Fact

11. The Applicant entered into a Short Assured Tenancy Agreement commencing 11 September 2015 with Stephen Dean and Rebecca Dean, the Respondent.
12. In terms of clause 1.9 of the Short Assured Tenancy Agreement the Respondent agreed to pay rent of £465 per month. The rent has not increased since the commencement of the tenancy and is still £465 per month.
13. Stephen Dean left the Property in or about 2021. The Respondent is the sole tenant.
14. The Respondent started to accrue arrears from 2021. The Respondent has been in arrears of rent ever since. The last payment to rent was of £107 on 2 June 2023. The Respondent is in arrears of £6665.56.

Reasons for Decision

15. The Tribunal considered the issues set out in the application together with the documents lodged in support. Further the Tribunal considered the submissions made by the Applicant and his wife.
16. The Tribunal noted terms of the tenancy agreement and the rent statement lodged which set out how the arrears had arisen and showed the total arrears to 11 January 2024 of £6200.56. The arrears had increased. Nothing had been paid by the Respondent since 2 June 2023. The Applicant had produced evidence of persistent non- payment of rent. The Tribunal was satisfied on the basis of the documents lodged, together with Mr and Mrs Quipp's submissions that the order for payment in favour of the Applicant be granted for the original sum claimed of £ 3425.00.

Decision

17. The Tribunal granted an order for payment of £3425.00. The decision of the Tribunal was unanimous.

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.

Shirley Evans

20 February 2024

Legal Chair

Date