



**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/CV/18/2573

Re: Property at 17B Millcroft Road, Cumbernauld, G67 2QE (“the Property”)

Parties:

**Tradecast Building Services Ltd, C/O Buchanan MacLeod, 180 West Regent
Street, Glasgow, G2 4RW (“the Applicant”)**

**Mr Michael Bradley, 17B Millcroft Road, Cumbernauld, G67 2QE (“the
Respondent”)**

Tribunal Members:

Melanie Barbour (Legal 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 of the sum of £3325 or such other sum as may be due at the date of any hearing to follow thereon together with expenses to the Applicant in relation to rent arrears due by the Respondent.
2. The application contained:-
 - a copy of the Tenancy Agreement; and
 - a copy of a statement showing payments have stopped being made.
3. After certain further procedure had taken place in relation to this application, further document were submitted by the Applicant which included,

- A detailed breakdown of rent arrears
 - Offer of tenancy dated 8 December 2016
 - Texts between the Applicant and the Respondent
 - Notice to Quit dated 14 November 2018
 - Sheriff officers certificate of service dated 14 November 2018
 - Updated Rent statement dated 27 February 2019
4. The Applicants' representative, Mrs Karen Buchanan, from Messrs Buchanan Macleod Solicitors, attended on behalf of the Applicant. The Respondent appeared on his own behalf.

The Hearing

5. The Applicants' representative first moved to amend the application from one made under Rule 111 to one made under Rule 70 to reflect that the tenancy which this application related to was an assured tenancy. The Respondent had had notice of this amended application. I was prepared to amend the application to a Rule 70 application.
6. At today's hearing the Applicant's representative submitted an updated rent statement showing that the current arrears were £3,357.81. She advised that she was seeking an order for this sum in relation to outstanding rent arrears.
7. The Respondent advised that he did not dispute that the arrears were due, however he submitted that he had agreed with the Applicant that he would make monthly repayments and not weekly ones. He considered that the rent account should reflect this fact, however he did not dispute that the rent arrears were due.
8. Reference was had to the tenancy agreement between the Applicant and the Respondent which commenced on 8 April 2016 weekly rent was due in terms of that agreement. Reference was also made to the offer of lease which had been sent to the Respondent on 8 December 2016 and the terms of which were due to commence on 8 January 2017. The Respondent said that he had not been aware of this second offer. It was noted that it was for the same property, and same rent albeit this offer sought monthly rent and not weekly rent.
9. The Respondent advised that he had most recently stopped making regular rental payments due to him not working over Christmas, he had sought assistance from the Council for rent and there were two payments showing to have been made by the Council. He agreed that the rent payments shown on the statement submitted by the Applicant were correct. He advised that he had offered to pay the Applicant £475 per month towards rent and arrears. He advised that he could therefore offer to pay £150 per month towards the arrears.

10. The Applicant's representative advised that the Applicant would be prepared to accept a time to pay order in this case at the rate of £150 per month.

Findings in Fact

11. The Tribunal found the following facts to be established:
12. A tenancy agreement was entered into between the Applicant and the Respondent for the property and existed between the parties. It was entered into on 8 April 2016.
13. Clause 8 of the tenancy agreement provided that weekly rent was due in advance. Weekly rent was £75. Rent was due every Friday.
14. That the rental statements showed amounts due each week, amounts received, and rent outstanding.
15. That the most recent rental statement showed total rent arrears outstanding as at 12 April 2019 being £3357.81.
16. That there had been no payments towards the rent arrears other than those shown on the rent statement.

Reasons for Decision

17. Section 16 of the Housing (Scotland) Act 2014 provides that the First Tier Tribunal has jurisdiction in relation to actions arising following from a number of tenancies, including those arising under an assured tenancy within the meaning of section 12 of the Housing (Scotland) Act 1988.
18. As this tenancy is an assured tenancy I am content that I have jurisdiction to deal with this case.
19. The Respondent appeared today and did not dispute that the arrears were due, but did appear concerned to be allowed to make payments towards the arrears on a monthly basis and not a weekly one.
20. The tenancy agreement created obligations between the parties, one of those obligations was to pay rent, and the Respondent has failed to do so. There was submitted an updated rental statement showing the arrears due as at 12 April 2019 being £3,357.81. This sum was accepted by the Respondent as the rent arrears outstanding.
21. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for as at 12 April 2019. As both parties were agreed that the arrears could be repaid at a rate of £150 per month I am prepared to grant a time to pay order in this case.

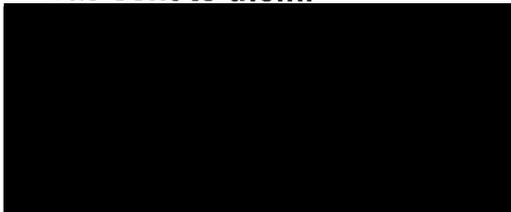
22. There is reference in the application to expenses being sought by the Applicant. I was not asked to grant an order for expenses at today's case management hearing and I have therefore not made any order in this regard. I would note however that had I been asked I would have drawn the Applicant's representative's attention to the terms of Rule 40 which deals with expenses. It sets out that expenses are awarded against a party due to the unreasonable behaviour in the conduct of a case, and this has put the other party to unnecessary or unreasonable expense. I was not aware of any conduct on the part of the Respondent which would have led me to making an award expenses against him in terms of this application.

Decision

I grant an order in favour of the Applicants for THREE THOUSAND THREE HUNDRED AND FIFTY SEVEN POUNDS EIGHTY ONE PENCE (£3,357.81) STERLING against the Respondent.

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

15. 4. 19

Date

*Insert or Delete as required