



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/22/2983

Re: Property at 143 Montrose Avenue, Glasgow, G32 8BZ (“the Property”)

Parties:

Mr David McDonald, Mr Paul Hartley, 211 Glasgow Road, Glasgow, G69 6EZ (“the Applicants”)

Ms Morag Wilson, 17 Gardenside Avenue, Glasgow, G32 8DR (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicants in the sum of £1,530.

Background

1. The Applicants submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicants sought an order for payment in respect of rent arrears said to have been incurred by the tenant of the property.
2. By decision dated 25 October 2022, a Convenor of the Housing and Property Chamber, having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. The Notice of Acceptance was intimated to the Applicants’ representative on 25 October 2022. The Tribunal assigned a CMD for 19 January 2023 and intimated the details of that CMD to the parties. On the application of the

Respondent, the Tribunal postponed the CMD and assigned a new CMD for 23 March 2023 at 10am.

4. The Tribunal received written representations from the Respondent by email on 16 December 2022.
5. By email of 9 January 2023, the Applicants' representative intimated an application to amend the sum sued for to £1,224. By email of 11 January 2023, the Applicants' representative lodged a copy of a rent increase notice dated 3 February 2022. By email of 20 March 2023, the Applicants' representative intimated an intention to increase the sum sued for to £1,530 and an updated rent statement was attached.

The case management discussion

6. The CMD took place by conference call. The Applicants were represented by Mr Reynolds and the Respondent joined the call. The Applicants' representative confirmed that the Applicants seek an order for payment in the sum of £1,530 and he relied on the updated rent statement lodged on 20 March 2023. The Respondent accepted that she signed the tenancy agreement as guarantor for her daughter, who is the tenant of the property. She accepted that the rent increase notice had been served on her daughter but indicated that she herself did not receive intimation of it. She accepted that the updated rent statement lodged set out the rent arrears, all of which were attributable to the increase in rent. The Tribunal referred the Respondent to the terms of the tenancy agreement which makes provision for rent increases at clause 10. In terms of that clause, the Applicants are obliged to serve the rent increase notice on the tenant, rather than on the Respondent. The Tribunal enquired whether the Respondent's daughter took any steps to refer the rent increase notice to a rent officer but the Respondent advised that her daughter did not do anything about the rent increase notice.

Findings in Fact

7. The Applicants entered into a private residential tenancy with the Respondent's daughter which commenced 3 January 2019.
8. The tenant was obliged to pay rent at the rate of £495 per month, in advance.
9. The Respondent guaranteed the rent and other obligations of the tenant by signing the guarantor section of the private residential tenancy agreement on 3 January 2019.
10. On 3 February 2022, the Applicants' representative served a rent increase notice on the tenant, increasing the rent to £648 per month.
11. No application was made to a rent officer for a determination of rent.
12. The tenant has incurred rent arrears of £1,530.

Reason for Decision

13. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the CMD. The Respondent was candid about having signed the tenancy agreement, guaranteeing her daughter's obligations. A rent increase notice was served by the Applicants on the tenant and there was no material before the Tribunal to suggest that the tenant had challenged the rent increase notice. The Tribunal was satisfied that sum brought out in the updated rent statement lodged on 20 March is due to the Applicants in respect of rent arrears incurred by the Respondent's daughter.

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.

Nicola Irvine

Legal Member/Chair

23 March 2023

Date