



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017.

Chamber Ref: FTS/HPC/CV/21/0915

Re: Property at Flat 1, 56 Milligan Drive, Edinburgh, EH16 4WD (“the Property”)

Parties:

Mr Thomas Brown, Flat B Floor 5, Talon Tower, 38 Connaught Road West, Sheung Wan, Hong Kong (“the Applicant”)

Miss Charlotte Irene Shaw, Mr Kyle Cook, Flat 1, 56 Milligan Drive, Edinburgh, EH16 4WD; Flat 1, 56 Milligan Drive, Edinburgh, EH16 4WD (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member)

Decision (in absence of the Respondent(s))

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant(s):

Sum of FOUR THOUSAND EIGHT HUNDRED AND THIRTY-SIX POUNDS AND SIXTY PENCE (£4,836.60) STERLING

- Background
1. An application was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order in the sum of £4,836.60 against the Respondent in relation to rent arrears accrued under a private residential tenancy agreement, payment of interest on same, and legal fees incurred by the landlord in pursuing the tenant for their breach of tenancy.

- The Case Management Discussion
2. A Case Management Discussion took place on 15 June 2021 by tele-conference. The Applicant was represented by Mr Harrison of Flexlaw, Solicitors. There was no appearance by or on behalf of the Respondents. The application had been intimated on the Respondents by Sheriff Officer on 18 May 2021. The Tribunal was accordingly satisfied that the Respondents had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondents' absence.
 3. The parties had entered into a Private Residential Tenancy Agreement. The Respondent had failed to make payment of rent and at the time of submitting the application had fallen into arrears amounting to £3,786. Interest of £129 on the unpaid rent was sought, as well as legal fees incurred in the sum of £768+VAT, both in terms of Clause 8 of the Agreement. The total sum sought in the application was £4,836.60.
 4. The Applicant's representative moved for the order for payment to be granted in the increased sum of £6,426.60 due to additional rent arrears having accrued since the lodging of the application. A rent statement had been lodged with the tribunal by email on 9 June 2021 showing the increased sum due.
 5. The Tribunal refused said request to amend as the terms of Rule 14A had not been met by the Applicant, namely that any such request to amend must be made at least 14 days in advance of the CMD and that any such request must be intimated on the other party.
- Findings in Fact
6. The Tribunal made the following findings in fact:
 - (i) The parties entered into a Private Residential Tenancy Agreement ("the Agreement") which commenced 13 February 2019;
 - (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £795 to the Applicant;
 - (iii) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £3,786;
 - (iv) In terms of Clause 8 of the Agreement, interest on late payment of rent may be charged by the landlord at 8% per annum;
 - (v) In terms of Clause 8 of the Agreement the tenant shall be held liable for further reasonable costs incurred by the landlord due to the tenant's failure to pay rent, including any expenses incurred by the landlord in pursuing the tenant for payment of said unpaid rent.
 - (vi) The Landlord had incurred legal fees in the sum of £768+VAT in pursuing the Respondents for payment of the unpaid rent;
- Reasons for Decision

7. The Tribunal was satisfied that the Applicant was entitled to the sum as sought in the application. The Respondent was obliged to make payment of rent in the sum of £795 per month under Clause 8 of the Agreement and had failed to do so. They had accrued arrears amounting to £3,786 and which fell lawfully due to be repaid to the Applicant. Further, the Tribunal was satisfied that the applicant was entitled to interest in the sum of £129 under Clause 8 in relation to said unpaid rent, and also entitled to payment of their legal fees of £768+VAT incurred in pursuing same.

- Decision

8. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent(s) for payment of the undernoted sum to the Applicant(s):

Sum of FOUR THOUSAND EIGHT HUNDRED AND THIRTY-SIX POUNDS
AND SIXTY PENCE (£4,836.60) 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.

Fiona Watson

Legal Member/Chair

Date: 15 June 2021