



**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/21/2245

Re: Property at 49 Warren Road, Hamilton, ML3 7QJ (“the Property”)

Parties:

**Scottish Midland Co-operative Society Limited, Hillwood House, 2 Harvest Drive,
Newbridge, EH28 8QJ (“the Applicant”)**

Mr Darren Lindsay, 49 Warren Road, Hamilton, ML3 7QJ (“the Respondent”)

Tribunal Members:

Alison Kelly (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment in the amount £3609 of should
be made.**

Background

On 16th September 2021 the Applicant lodged an application under Rule 111 of the
First Tier Tribunal for Scotland Housing and Property Chamber (Procedure)
Regulations 2017 (“the Rules”), seeking payment of arrears of rent in the amount of
£2225.

Lodged with the application were:-

1. The Tenancy Agreement showing a start date of 27th March 2021 and rent due
of £575 per month;
2. Rent Statement.

The papers were served on the Respondent by Sheriff Officer on 15th October 2021.

On 4th November 2021 the Applicant lodged an application to amend the sum sued for to £3609, being rent arrears of £3375 and legal expenses of £234. The Applicant lodged an up to date rent statement and a fee note for the legal expenses. The Applicant contended that the expenses were due in terms of Clause 37 of the tenancy Agreement.

Case Management Discussion

The Case Management Discussion ("CMD") took place by teleconference. The Applicant was represented by Mrs Royle of Gilson Gray, Solicitors. There was no attendance by the Respondent or any representative on his behalf.

The Tribunal explained the purposes of a CMD in terms of Rule 17 of the Rules.

Mrs Royle sought an order for payment in the amount of £3609, being rent arrears of £3375 to 28th October 2021, as shown on the rent Statement lodged with the application to amend, and £234 in respect of legal expenses, as vouched by the fee note from Gilson Gray, Solicitors, also lodged with the application to amend. She submitted that in terms of Clause 37(a) of the tenancy Agreement the Applicant had a contractual right to recover reasonable legal expenses and that the sum of £234 was reasonable.

Mrs Royle said that the Applicant was still in the property but that Notice to Leave had been served.

Findings in Fact

1. The parties entered into a Tenancy Agreement in respect of the property;
2. The Tenancy Agreement had a commencement date of 27th March 2021;
3. The rent was £575 per month;
4. The arrears when the application was lodged were £2225;
5. The arrears at 28th October 2021 are £3375;
6. Clause 37(a) of the Tenancy Agreement allows the Applicant to recover reasonable legal costs and expenses incurred in pursuing the Respondent for payment of unpaid rent;
7. £234 is a reasonable legal cost.

Reasons for Decision

The Respondent owes rent arrears and reasonable legal costs to the Applicant in the amount of £3609.

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.

Alison Kelly

19th November 2021

Legal Member/Chair

Date