



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 and Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”).**

**Chamber Ref: FTS/HPC/CV/19/3768**

**Re: Property at 131 Baillieston Road, Mount Vernon, G32 0TG (“the Property”)**

**Parties:**

**Mr Graeme McConnell, 19 Redwood Close, Hamilton, ML3 8SY (“the Applicant”)**

**Mr Gary Scanlan, Flat 1/1, 5 Mossvale Walk, Glasgow, G33 5PJ (“the Respondent”)**

**Tribunal Members:**

**Martin McAllister (Legal Member)**

**Decision (in absence of the Respondent)**

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

**Sum of One thousand two hundred and two pounds twenty six pence (£1,202.26)**

**Background**

This is an application under Rule 70 of the Rules for payment of the sum of £1,202.26 in respect of rent arrears stated to be due by the Respondent. The application is dated 22<sup>nd</sup> November 2019. A case management discussion was held on 24<sup>th</sup> January 2020. The Applicant made no appearance and the application was dismissed. The Applicant successfully submitted an application for recall of the Decision and a further case management discussion was to be held but, because of

the public health crisis, could not occur until 23<sup>rd</sup> January 2020 and arrangements were made for this to be conducted by telephone.

The application states that the debt arises from unpaid rent arising from a private residential tenancy in respect of the Property. The private residential tenancy agreement is dated 20<sup>th</sup> May 2019. The application states that the Respondent vacated the Property on 7<sup>th</sup> November 2019. The application states that the sum sought is “£1202.26 plus interest for rent arrears.”

### **The Case Management Discussion**

The Applicant was represented by Mr Iain Pittams of Premier Letting Management.

There was no appearance by the Respondent and the start time was delayed until 10.10 am.

### **Preliminary Matters**

The Legal Member outlined the purpose of a case management discussion. Mr Pittams said that his client was looking for payment of £1,202.26 in respect of rent arrears and he referred the Tribunal to the rent statement which had been submitted.

### **Documents before the Tribunal:**

1. Copy private residential tenancy agreement dated 20<sup>th</sup> May 2019.
2. The application Form F dated 22<sup>nd</sup> November 2011.
3. Rent statement showing arrears of rent amounting to £1,202.26.
4. Copy Bank Statement form period 3<sup>rd</sup> June 2019 to 4<sup>th</sup> November 2019.
5. Copy email from Premier Property Letting and Management to Respondent dated 6<sup>TH</sup> September 2019.
6. Copy of text messages dated 12<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> September 2019.

The tenancy agreement contains the following provision at clause 8:

“Interest on late payment may be charged by the Landlord at eight percent per year from the date on which the rent is due until payment is made.”

The rent statement shows arrears as follows:

20 <sup>th</sup> May 2019	£32.26
3 <sup>rd</sup> June 2019	£32.26
3 <sup>rd</sup> July 2019	£32.26
3 <sup>rd</sup> August 2019	£572.26
3 <sup>rd</sup> September 2019	£540.00
3 <sup>rd</sup> October 2019	£540.00
3 <sup>rd</sup> November 2019	<u>£90.00</u>
Total	£1742.26
Less deposit	£540.00
Total Arrears	£1,202.26

### **Findings in Fact**

- 1. The parties entered into a private residential tenancy agreement in respect of the Property.**
- 2. The monthly rent was £540.**
- 3. There are arrears of rent amounting to £1,202.26.**
- 4. The Respondent has produced no explanation for non- payment of rent.**
- 5. There is no evidence that the arrears accrued as a result of any issue with payment of benefits.**

### **Evidence and Reasons for Decision**

Mr Pittams said that the Respondent had accrued rent arrears at the time he left the Property on 7<sup>th</sup> November 2019 and had refused to pay them when asked. He said that the arrears had built up from May 2019 and that, as they were accruing, attempts had been made to have the Respondent address them. He said that these had been unsuccessful and that the Respondent had offered no explanation for this. Mr Pittams referred to the copies of text messages which he said demonstrates that the Applicant attempted to have the Respondent pay the rent arrears.

Mr Pittams said that the Responent had been in full time employment during the tenancy and that, as far as he was aware, the non- payment of rent was not due to any issues with regard to any benefits.

Mr Pittams said that his client should get interest because of the inconvenience that he had been put to. He acknowledged that there was a contractual provision in the tenancy agreement for interest at the rate of 8% but he said that he thought 3% would be fair. After some discussion, Mr Pittams said that he would not pursue the question of interest if the order for payment could be granted today and he said that he saw no purpose in a Hearing.

The Tribunal accepted the oral evidence provided by Mr Pittams as credible together with the documentary evidence before it and considered that it had sufficient information to make an order for payment of £1,202.96. The Tribunal considered that there was no reason to fix a Hearing to determine the matter.

### **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.**

Martin J. McAllister  
Legal Member  
23<sup>rd</sup> July 2020