



**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/20/0716

**Re: Property at The Old Laundry House, Keithock, Brechin, DD9 7QD (“the
Property”)**

Parties:

Mr Jeremy Garrett-Cox, Keithock House, Brechin, DD9 7QU (“the Applicant”)

Mr Graeme Evans, 6 Dalghetty Court, Dundee, DD2 5QJ (“the Respondent”)

Tribunal Members:

Andrew Upton (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent be ordered to pay to the Applicant (i) the sum of TWO THOUSAND AND FORTY POUNDS AND EIGHTY-EIGHT PENCE (£2,040.88) STERLING together with interest thereon at the contractual rate of four per centum per annum from 23 April 2020 until payment hereon, and (ii) the sum of FIFTY FOUR POUNDS AND SIXTY PENCE (£54.60) STERLING.

FINDINGS IN FACT

1. The Applicant was the landlord, and the Respondent the tenant, of the Property under and in terms of a Private Residential Tenancy Agreement which commenced on 31 May 2019 (“the PRT”).
2. In terms of clause 7 of the PRT, the Respondent was under obligation to make payment of rent at the sum of £800 per calendar month.

3. In terms of clause 7 of the PRT, the Respondent was under obligation to make payment to the Applicant of interest on any unpaid rent at the rate of 4% per annum.
4. In terms of clause 7 of the PRT, the Respondent was under obligation to make payment to the Applicant in the sum of £53.48 per month towards water and waste water charges.
5. In terms of clause 10 of the PRT, the Respondent made payment to the Applicant in the sum of £800 at the commencement of the tenancy as a deposit.
6. The PRT ended on 28 November 2019.
7. During the period 31 May 2019 until 28 November 2019, the Respondent failed to make payment of rent totalling £2,400, being rent due on 31 July 2019, 30 September 2019 and 30 October 2019.
8. During the period 31 May 2019 until 28 November 2019, the Respondent failed to make payment of water and waste water charges in the sum of £270.88.
9. Following the termination of the PRT, the Applicant incurred costs of £420 in respect of cleaning and gardening that the Respondent was liable for.
10. The cleaning and gardening costs and water and waste water charges were deducted from the deposit, leaving a balance of £109.12.
11. The interest due by the Respondent on the missed rental payments as at 28 November 2019 was £18.67, being the aggregate of £10.67 due in respect of the July rent, £5.33 due in respect of the September rent, and £2.67 due in respect of the October rent.
12. The balance of the deposit was applied to the rent arrears on 28 November 2019, leaving a balance due of £2,290.88.
13. On or around 31 March 2020, the Respondent made payment to the Applicant in the sum of £150 towards rent arrears.
14. On or around 23 April 2020, the Respondent made payment to the Applicant in the sum of £100 towards rent arrears.
15. For the period 29 November 2019 until 31 March 2020, £30.55 being four months' interest at 4% per annum on the sum of £2,290.88; and
16. For the period 1 April 2020 until 23 April 2020, £5.38 being twenty three days' interest at 4% per annum on the sum of £2,140.88.

FINDINGS IN FACT AND LAW

1. The Respondent is under contractual obligation to make payment to the Applicant in the sum of £2,040.88 together with interest thereon at the contractual rate of 4% per annum from 23 April 2020 until payment.
2. The Respondent is under contractual obligation to make payment to the Applicant in the sum of £54.60 as contractual interest for the period 31 July 2019 until 23 April 2020.

STATEMENT OF REASONS

1. This Application called before me for its Case Management Discussion by teleconference call on 8 October 2020. The Applicant participated on the call. The Respondent was neither present nor represented on the call. Notification of the CMD had been properly given to the Respondent by advertisement on the Tribunal website. I was therefore satisfied that the CMD could proceed in the Respondent's absence.
2. In this Application, the Applicant seeks payment of alleged rent arrears together with contractual interest thereon. The Applicant produced a copy of the Tenancy Agreement between the parties, which sets out the written terms of the tenancy, together with a Schedule specifying how the sums claimed have been calculated. Reading the Application and produced documents together, I consider the following facts asserted by the Applicant and unchallenged by the Respondent:-
 - a. The Applicant was the landlord, and the Respondent the tenant, of the Property under and in terms of a Private Residential Tenancy Agreement which commenced on 31 May 2019 ("the PRT").
 - b. In terms of clause 7 of the PRT, the Respondent was under obligation to make payment of rent at the sum of £800 per calendar month.
 - c. In terms of clause 7 of the PRT, the Respondent was under obligation to make payment to the Applicant of interest on any unpaid rent at the rate of 4% per annum.
 - d. In terms of clause 7 of the PRT, the Respondent was under obligation to make payment to the Applicant in the sum of £53.48 per month towards water and waste water charges.
 - e. In terms of clause 10 of the PRT, the Respondent made payment to the Applicant in the sum of £800 at the commencement of the tenancy as a deposit.
 - f. The PRT ended on 28 November 2019.

- g. During the period 31 May 2019 until 28 November 2019, the Respondent failed to make payment of rent totalling £2,400, being rent due on 31 July 2019, 30 September 2019 and 30 October 2019.
 - h. During the period 31 May 2019 until 28 November 2019, the Respondent failed to make payment of water and waste water charges in the sum of £270.88.
 - i. Following the termination of the PRT, the Applicant incurred costs of £420 in respect of cleaning and gardening that the Respondent was liable for.
 - j. The cleaning and gardening costs and water and waste water charges were deducted from the deposit, leaving a balance of £109.12.
 - k. The interest due by the Respondent on the missed rental payments as at 28 November 2019 was £18.67, being the aggregate of £10.67 due in respect of the July rent, £5.33 due in respect of the September rent, and £2.67 due in respect of the October rent.
 - l. The balance of the deposit was applied to the rent arrears on 28 November 2019, leaving a balance due of £2,290.88.
3. At the CMD, the Applicant advised me that the Respondent had made two payments towards his rent arrears: £150 on or around 31 March 2020 and £100 on or around 23 April 2020.
4. In light of this, I was satisfied that the principal sum outstanding for rent arrears as at the CMD was £2,040.88. I was also satisfied that the said sum had been outstanding since 23 April 2020, and that contractual interest was accruing thereon at the rate of 4% per annum.
5. I was also satisfied that interest had accrued as follows:-
- a. For the period 31 July 2019 to 28 November 2019, £18.67 as set out above;
 - b. For the period 29 November 2019 until 31 March 2020, £30.55 being four months' interest at 4% per annum on the sum of £2,290.88; and
 - c. For the period 1 April 2020 until 23 April 2020, £5.38 being twenty three days' interest at 4% per annum on the sum of £2,140.88.

Accordingly, the Respondent was under contractual obligation to make payment to the Applicant in the sum of £54.60 in respect of interest on rent due during the period 31 July 2019 until 23 April 2020.

6. In terms of Rule 17 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure, the Tribunal may do anything at a CMD that it may do at a Hearing, including make a decision. In terms of Rule 2 of the Rules of Procedure, the Tribunal must have regard to the overriding objective to deal with proceedings justly when making any decision, including the need to deal with proceedings expeditiously.
7. The Respondent had the opportunity to participate in these proceedings in order to object to the Application, but chose not to. I therefore consider that the key facts in this case, as set out in the Application and supporting papers, are not in dispute. For that reason, I decided to grant an order for payment by the Respondent to the Applicant of (i) £2,040.88 together with interest thereon at the contractual rate of 4% per annum from 23 April 2020 until payment to follow, and (ii) £54.60 in respect of contractual interest accrued to 23 April 2020.

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.

Andrew Upton

Legal Member/Chair

8.10.2020
Date