



**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/21/1185**

**Re: Property at 154 Paterson Avenue, Irvine, KA12 9LL (“the Property”)**

**Parties:**

**Fritz and Heidi Properties Limited, North Borland House, Dunlop, Kilmarnock,  
KA3 4BJ (“the Applicant”)**

**Mr Gary Knight and Mrs Abbie Knight, 54 Doura Place, Irvine, KA12 9AR (“the  
Respondents”)**

**Tribunal Members:**

**Shirley Evans (Legal Member) and Elizabeth Dickson (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondents in favour of the Applicant in the sum of EIGHT THOUSAND ONE HUNDRED AND EIGHTY NINE POUNDS AND FORTY SIX PENCE (£8189.46) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.**

**Background**

1. This is an action for recovery of rent arrears raised in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The matter first called for a Case Management Discussion on 8 July 2021. On the Applicant’s motion the case was continued for 6 months for monthly payments of £100 towards the arrears.

3. The case called again for a continued Case Management Discussion (“CMD”) on 25 January 2022. The Applicant was represented by Miss Morrison from TC Young solicitors. There was no appearance by or on behalf of the Respondents. The case was continued to a further CMD as the Tribunal was not satisfied the Respondents had received notice of the CMD.
4. The Tribunal proceeded with the continued Case Management Discussion on 4 March 2022 by way of teleconference. The Applicant was again represented by Ms Morrison from TC Young, solicitors. The Respondents were represented by Mr Meek from CHAP (Confidential Help Advice Provider).
5. The Tribunal had before it the Short Assured Tenancy Agreement for the Property between the parties dated 6 December 2016 and which commenced on 8 December 2016, and a rent statement.
6. Miss Morrison moved the Tribunal to grant an Order for payment for £8189.46. She explained the tenancy had terminated on 1 July 2021 when the arrears were £8839.46. The return of the deposit of £550 had been applied towards these arrears. The Respondents had also made a payment of £100 on 1 July 2021. Despite the agreement that the Respondents would make monthly payments of £100 no further payments had been made. Miss Morrison referred to Clause 3 of the tenancy agreement in terms of which the Respondents had agreed to pay a monthly rent of £550.
7. Mr Meek moved the Tribunal to continue the case for 4 weeks for a repayment arrangement to be made. There was no dispute that the arrears were due. He explained that CHAP had been instructed from 28 January 2022. The Respondents had multiple debts. Information was still being gathered from the Respondents and he hoped to be in a position to make an offer for repayments at a continued CMD. When questioned by the Tribunal as to why the Respondents had not made the repayments of £100 he could not provide an explanation.
8. Miss Morrison in response opposed any continuation and re-iterated her motion for a payment order. She explained that after the tenancy had ended, the Applicant's letting agents had emailed, texted and called the Respondents in an attempt to secure further payments of £100 as agreed with the Respondents. However the Respondents had not responded.

### **Findings in Fact**

9. The Applicant and the Respondent agreed by way of Clause 3 of a Short Assured Tenancy Agreement dated 6 December 2016 in relation to the Property that the Respondents would pay the Applicant a monthly rent of £550.

10. The Respondents fell into arrears of rent. The tenancy terminated on 1 July 2021. At that stage the arrears stood at £8839.46
11. The Respondents agreed to pay £100 per month towards the arrears. They paid £100 on 1 July 2021. The Applicant's letting agent made efforts to obtain payment of the arrears from the Respondents. The Respondents ignored the Applicant's letting agent. No further payments have been made.
12. The tenancy deposit of £550 was applied towards the arrears. Arrears are £8189.46.

### **Reasons for Decision**

13. The Tribunal considered the issues set out in the application together with the documents lodged in support. Further the Tribunal considered the submissions made by Miss Morrison and Mr Meek.
14. The Tribunal noted the content of the tenancy agreement and the rent statement. There was no dispute that the arrears were due. The Tribunal considered Mr Meek's submissions that the case be continued for 4 weeks would serve no meaningful purpose. The Tribunal was mindful of its duties in terms of the overriding objective to avoid delay. It appeared to the Tribunal that the matter would take up a disproportionate amount of time if continued. The matter had already called before the Tribunal on 3 occasions. The Tribunal considered that the passing of 8 months since the matter first called for a CMD was more than sufficient time for the Respondents to engage with the Applicant and either continue with the payments they had previously agreed to or if they had not been able to sustain that level of repayments, to enter into another arrangement to repay the arrears. They had not done so. There was nothing before the Tribunal that persuaded them that they would be in a different position in 4 weeks' time. The Tribunal considered the Applicant had tried to obtain payment of the arrangement of £100 per month. This had been ignored by the Respondents. Mr Meek explained that the Respondents had multiple debt. It appeared to the Tribunal that a continuation would achieve nothing other than to delay the granting of a payment order. The Tribunal preferred the submissions of Miss Morrison. The Applicant was entitled to the order for payment. Miss Morrison had produced evidence of persistent non-payment of rent with reference to the rent statement lodged. The Tribunal was satisfied on the basis of these documents, together with Miss Morrison's submissions that the order for payment in favour of the Applicant be granted.

### **Decision**

15. The Tribunal granted an order for payment of £8189.46. The decision of the Tribunal was unanimous.

### **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.

4 March 2022

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Legal Chair

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Date