



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing Tenancies (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/21/3109**

**Property : 14 Hawick Drive, Coatbridge, North Lanarkshire ML5 4TZ (“Property”)**

**Parties:**

**Lendrick Gillies, c/o Gilson Gray, 29 Rutland Square, Edinburgh EH1 2BW (“Applicant”)**

**Gilson Gray LLP, 37 Union Street, Dundee DD1 4BS (“Applicant’s Representative”)**

**Ida Morska and Bartosz Tomczyk, 14 Hawick Drive, Coatbridge, North Lanarkshire ML5 4TZ (“Respondents”)**

**Tribunal Members:**

**Joan Devine (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £5,053.43 plus interest should be made.**

**Background**

The Applicant sought an order for payment of £4,753.43 in respect of arrears of rent and £300 in respect of legal expenses. The Applicant had lodged Form F. The documents produced were: a Private Residential Tenancy Agreement which commenced on 1 October 2020; statement of rent arrears; and sheriff officer's execution of service certifying service of the Application on 17 February 2022.

**Case Management Discussion**

A case management discussion took place before the Tribunal on 31 March 2022 by teleconference. Scott Runciman of the Applicant's Representative was in attendance. There was no appearance on behalf of the Respondents. The tribunal noted the terms of clause 6 of the Tenancy Agreement which allowed the Applicant to recover interest at 8% and to recover costs. Mr Runciman confirmed that the rent had started to fall into arrears from 1 January 2021.

## **Findings in Fact**

The Tribunal made the following findings in fact:

1. The Applicant and the Respondents had entered into a Tenancy Agreement for the Property which commenced on 1 October 2020.
2. The rent in terms of the Tenancy Agreement was £475 per month.
3. The Respondents have failed to pay the rent in full for the period 1 January 2021 to 1 February 2022 totalling £4,753.43.
4. In terms of clause 6 of the Tenancy Agreement the Applicant is entitled to recover from the Respondents interest on late payment of rent at the rate of 8% per annum.
5. In terms of clause 6 of the Tenancy Agreement the Applicant is entitled to recover from the Respondents costs incurred by the Applicant in pursuing the Respondents for payment of unpaid rent.
6. The Applicant had incurred costs of £300 in pursuing the Respondents for payment of unpaid rent.

## **Reasons for the Decision**

The Tribunal determined to make an Order for payment of £5,053.43. Rent was due in terms of the Tenancy Agreement at the rate of £475 per month and had not been paid in full for the period 1 January 2021 to 1 February 2022 and totalled £4,753.43. In terms of clause 6 of the Tenancy Agreement the Applicant had a contractual right to recover interest at the rate of 8% and costs incurred in pursuing payment of unpaid rent. The Applicant had incurred costs of £300.

## **Decision**

The Tribunal grants an order for payment of £5,053.43 plus interest at the rate of 8% per annum.

## **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.**

Joan Devine

**Legal Member:**

**Date: 31 March 2022**