

**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/22/3742**

**Re: Property at 31 Carrick Knowe Road, Edinburgh, EH12 7BQ (“the Property”)**

**Parties:**

**Mrs Pauline Gillies, Flat 1, 58 Palmerston Place, Edinburgh, EH12 5AY (“the Applicant”)**

**Ms Samantha Pearson, 31 Carrick Knowe Road, Edinburgh, EH12 7BQ (“the Respondent”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicant in the sum of £8,310, with interest at the rate of 8% per annum from the date on which each payment of rent fell due, until payment.**

**Background**

1. The Applicant submitted an application under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicant sought an order for payment in the sum of £8,500 with contractual interest at the rate of 8 percent per annum.
2. By decision dated 13 December 2022, a Convenor of the Housing and Property Chamber having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. The Notice of Acceptance was intimated to the Applicant’s representative on 15 December 2022. The Tribunal intimated the application to the parties by

letter of 19 January 2023 and advised them of the date, time and conference call details of today's CMD. In that letter, the parties were also told that they required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondent was invited to make written representations by 9 February 2023. No written representations were received by the Tribunal.

4. By email of 2 March 2023, the Applicant sought to amend the sum sued for to £8,310 and that application was accompanied by an update rent statement.

### **The case management discussion**

5. The Applicant was represented by Mr Gray. The case management discussion took place by conference call and proceeded in the absence of the Respondent. The Applicant's representative explained that there has been no contact from the Respondent about payment of arrears of rent. There have been recent but sporadic payments of rent which have reduced the rent arrears to £8,310. The Applicant's representative sought an order for payment in the sum of £8,310 with interest at the rate of 8% per annum from the date of the decision. The Applicant's representative relied upon the contractual terms of the tenancy agreement and in particular clause 3 which provides "Interest shall be payable on outstanding sums at the rate of eight percent per annum".

### **Findings in Fact**

6. The parties entered into a short assured tenancy which commenced 1 October 2017.
7. The Respondent is obliged to pay rent at the rate of £900 per month, in advance.
8. As at the date of this case management discussion, the rent arrears due by the Respondent amounted to £8,310.

### **Reason for Decision**

9. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the CMD. The Respondent failed to submit written representations and failed to participate in the CMD. The updated rent statement lodged demonstrated that the rent arrears have reduced slightly since the application was submitted. There was no material before the Tribunal to indicate that the Respondent disputed the level of rent arrears.

10. The Tribunal observed that the debt due by the Respondent is substantial and has been outstanding for a considerable time. It was noted that the tenancy agreement provided for interest on late payment of rent at the rate of 8% per annum. The Tribunal exercised its discretion and awarded interest on the sum due at the rate of 8% per annum from the date on which each payment of rent fell due, until payment.

### **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.**

Nicola Irvine

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**Legal Member/Chair**

**2 March 2023**  
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**Date**