



**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/23/1667**

**Re: Property at PF2, 8 Hermand Street, Slateford, Edinburgh, EH11 1QT (“the Property”)**

**Parties:**

**Mr Marc Keys, 37 Quality Street, Edinburgh, EH4 5BP (“the Applicant”)**

**Carmen McSporrان, 21 Columba Crescent, Forgewood, Motherwell, ML1 3XU (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £6543.93 (SIX THOUSAND FIVE HUNDRED AND FORTY THREE POUNDS AND NINETY THREE PENCE) with interest at 8% per annum from the date of this decision, namely 23<sup>rd</sup> October 2023.**

**Background**

1. An application was received by the Housing and Property Chamber dated 24<sup>th</sup> May 2023. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments with interest at 8% per annum.
2. On 9<sup>th</sup> August 2023, all parties were written to with the date for the Case Management Discussion (“CMD”) of 11<sup>th</sup> September 2023 at 2pm by

teleconferencing. The letter also requested all written representations be submitted by 30<sup>th</sup> August 2023.

3. On 10<sup>th</sup> August 2023, the Applicant's representative emailed the Housing and Property Chamber advising that the Respondent moved out of the Property on 8<sup>th</sup> June 2023 and left no forwarding address.
4. On 11<sup>th</sup> August 2023, sheriff officers were not able to effect service. They noted that their investigations had found that the Respondent had moved out of the Property on 8<sup>th</sup> June 2023 and her whereabouts were unknown. The Sheriff Officers were not aware of the Applicant's representative's email. The CMD was postponed to allow Service By Advertisement to be undertaken.
5. On 21<sup>st</sup> August 2023, the Applicant's representative emailed the Housing and Property Chamber amending the outstanding amount to £6543.93 which accounted for the increased rent arrears plus costs for raising this application and two other applications. It also noted that the deposit had been returned to the Applicant by the deposit scheme. This was allotted towards the outstanding rent arrears.
6. On 7<sup>th</sup> September 2023, the Applicant's representative emailed the Housing and Property Chamber advising of the Respondent's current address.
7. On 9<sup>th</sup> September 2023, the Respondent emailed the Housing and Property Chamber advising of her current address, that she had started a new job and of her health conditions.
8. On 11<sup>th</sup> September 2023, the Respondent emailed the Housing and Property Chamber asking for a hard copy of the Tribunal papers. She also requested for a Time To Pay Direction ("TTPD") application.
9. On 19<sup>th</sup> September 2023, all parties were written to by email with the date for the Case Management Discussion ("CMD") of 23<sup>rd</sup> October 2023 at 10am by teleconferencing.
10. On 19<sup>th</sup> September 2023, the Respondent emailed the Housing and Property Chamber advising that she was to complete a TTPD.
11. On 20<sup>th</sup> October 2023, the Respondent emailed the Housing and Property Chamber asking for another TTPD application as she had completed the one she had when she was in receipt of Universal Credit but now she is employed so her financial circumstances are different.
12. On 22<sup>nd</sup> October 2023, the Respondent emailed the Housing and Property Chamber to ask for a hard copy of the TTPD application as she could not fill it out on her phone. She noted that she was not well but would join the CMD.

## The Case Management Discussion

13. A CMD was held 23<sup>rd</sup> October 2023 at 10am by teleconferencing. The Applicant was represented by Mr David Gray, Paralegal, Gilson Gray LLP. The Respondent was late to the call but joined prior to the discussion being in-depth. The conversation was reiterated to the Respondent. The Respondent represented herself.
14. Mr Gray said that he was seeking an order for payment with interest at 8% per annum as per the lease. He noted that the costs that are highlighted are within the terms of the lease in the rent section. The costs relate to this application, the application for arrears in January 2023 and the eviction application. He noted that the Respondent has stated in her emails that she wishes to submit at TTPD. He is opposing an adjournment for that and opposes a TTPD. The Application was granted for an order of £1685 on 21<sup>st</sup> January 2023 with a TTPD. The monthly payments were £325 per month. The Respondent broke this TTPD as she did not make any payments. She has made no payments to address the arrears. A further continuation would delay matters further with the likelihood of no payments being made in the interim. This would be prejudicial to the Applicant.
15. The Respondent was unclear about the amount being sought. It was confirmed that it was £6543.09. This consists of arrears of £4903.84 plus costs of £1640.09. The deposit of £900 has been applied to the rent account to the figure of £4903.84 is the remainder that is due to the Applicant with the exception of £1685 which was determined by the granting of the Order in January 2023. That amount remains outstanding but is not a matter for this Tribunal. The Respondent said that she was clearer about the outstanding amount. She does not dispute the debt and accepts that she owes the amount outstanding.
16. The Respondent would still like to pay the arrears. She had left her job that she had at the beginning of the year as it had affected her health. She then had a period being in receipt of Universal Credit. She started this job on 9<sup>th</sup> October 2023. She was supposed to start on 11<sup>th</sup> September 2023 but due to administrative reasons it took longer for her to start. She is due to be paid her first wage on 28<sup>th</sup> October 2023. She will make a payment from that. The Tribunal asked if she has taken money advice. She has not done that at any part of this process or from the time that she was notified of the previous payment order. She will look to get advice to allow her to arrange a repayment plan. Mr Gray said that he would consider a payment plan. Any payment plan would need to be made prior to the Order being received by the Applicant after the appeal period. The Respondent said that she would look into this and contact Mr Gray.
17. The Tribunal was satisfied that the outstanding amount for £6543.09 was due to the Applicant by the Respondent with interest at 8% per annum and that it was appropriate to grant an order accordingly.

### Findings and reason for decision

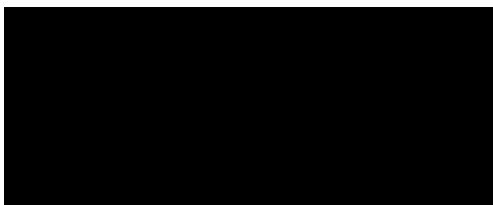
18. A Private Rented Tenancy Agreement commenced 12<sup>th</sup> July 2021.
19. The Respondent persistently failed to pay her rent charge of £675 per month. The rent payments were due to be paid on 15<sup>th</sup> day of each month. The Respondent left the Property on 8<sup>th</sup> June 2023.
20. A deposit of £900 was taken from the Respondent. This was lodged in an approved deposit scheme. This has been returned to the Applicant since the Respondent has left the Property. It has been allocated to the rent arrears.
21. An order was granted on 20<sup>th</sup> January 2023 for £1685. A TTPD was granted. No payments have been made towards that TTPD. No payments have been made towards the arrears in general.
22. The Respondent has not taken any money advice since notification of the January 2023 payment case or since then in terms of a payment plan for the arrears. It would be prejudicial to the Applicant to continue for a TTPD.
23. The arrears sought total £6543.93 with interest at 8% per annum.

### Decision

24. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £6543.93 (SIX THOUSAND FIVE HUNDRED AND FORTY THREE POUNDS AND NINETY THREE PENCE) with interest at 8% per annum from the date of the decision, namely 23<sup>rd</sup> October 2023.

### **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.**



**23<sup>rd</sup> October 2023**

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**Legal Member/Chair**

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**Date**

