



**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/23/3231**

**Property : 31 Shand Lane, Carluke, Lanarkshire ML8 5RN (“Property”)**

**Parties:**

**Thomas Dillon and Kinga Juhasz, 25 St Philips Avenue, Eastbourne, East Sussex BN22 8LU (“Applicant”)**

**Jackson Boyd Lawyers, 69 Wellington Street, Glasgow G2 6HG (“Applicant’s Representative”)**

**Steven Galloway, 31 Shand Lane, Carluke, Lanarkshire ML8 5RN (“Respondent”)**

**Tribunal Members:**

**Joan Devine (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £6186.33 plus interest thereon at the rate of 7% per annum from 20 December 2023 until payment.**

**Background**

The Applicant sought an order for payment of £4775 in respect of arrears of rent plus interest at the rate of 7%. The Applicant had lodged Form F. The documents produced were: a Tenancy Agreement which commenced on 15 January 2021, a deposit protection certificate and a statement of rent arrears. The Tribunal had sight of a certificate of service by sheriff officer confirming service of the Application on the Respondent on 9 November 2023. On 6 December 2023 the Applicant’s Representative lodged an amended form F and an updated statement of rent arrears which was copied to the Respondent.

**Case Management Discussion (“CMD”)**

A CMD took place on 20 December 2023 by conference call. Gwenan White of the Applicant’s Representative was in attendance. There was no appearance by or on

behalf of the Respondent. Ms White told the Tribunal that she wished to amend the sum claimed to £6186.33. She said that the Respondent remained in the Property but an order for eviction had been granted that was enforceable in January 2024. She said the Respondent had been in touch with the letting agent on 28 November 2023 and said he would be in touch about the arrears but no further contact was made. Ms White said the tenancy agreement did not contain a contractual rate of interest and she sought interest in terms of the Tribunal rules of procedure.

### **Findings in Fact**

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a tenancy agreement which commenced on 15 January 2021.
2. In terms of the tenancy agreement the rent was £550 per calendar month.
3. The Respondent failed to pay the rent in full for the period 20 May 2022 to 6 December 2023. The unpaid amount was £6186.33.

### **Reasons for the Decision**

The Tribunal determined to allow the sum claimed to be amended and to make an Order for payment in respect of the sum claimed plus interest at the rate of 7%. In terms of the tenancy agreement rent was due at the rate of £550 per month. The Respondent had failed to pay the rent in full for the period 20 May 2022 to 6 December 2023. The balance due was £6186.33.

### **Decision**

The Tribunal grants an order for payment of £6186.33 plus interest thereon at the rate of 7% per annum from 20 December 2023 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.**



**Legal Member**

**Date: 20 December 2023**

