



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 71(1) of the Private Housing  
(Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/0825**

**Re: Property at 25 Broadstraik Avenue, Elrick, Westhill, Aberdeenshire, AB32  
6DA (“the Property”)**

**Parties:**

**Mrs Karen Coptcoat, Mr Andrew Coptcoat, 2 Calypso Lane, Brackley,  
Northamptonshire, NN13 6FW (“the Applicant”)**

**Mr Ryan Wilson, 116 Abbotswell Crescent, Aberdeen, AB12 5BD (“the  
Respondent”)**

**Tribunal Members:**

**Valerie Bremner (Legal Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of seven thousand eight hundred and twenty nine pounds and thirty six pence only (£7829.36) be made in favour of the Applicants and against the Respondent.

**Background**

1. This application for a payment order in terms of Rule 111 of the Tribunal rules of procedure was first lodged with the Tribunal on 19<sup>th</sup> February 2024 and accepted by the Tribunal on 25<sup>th</sup> April 2024. A case management discussion was fixed for 14<sup>th</sup> June 2024 at 2pm.

**Case Management Discussion**

2. The Applicants both attended the case management discussion and represented themselves. There was no appearance by or on behalf of the Respondent. The Tribunal Legal Member noted that Sheriff Officers had attempted to serve the papers

at the property address on 9<sup>th</sup> May 2024 but a neighbour had advised that the Respondent Mr Wilson no longer lived there. Sheriff Officers phoned the Respondent on his mobile phone number and he advised them that he now resided at 116 Abbotswell Crescent, Aberdeen, AB12 5BD. Sheriff officers put papers through the letterbox at that address and the Tribunal had sight of an execution of service to that effect. The Tribunal Legal Member was satisfied that the Respondent had received fair notice of the application, supporting papers and the case management discussion and that it was appropriate to proceed in his absence.

3. The Tribunal had sight of the application, a tenancy agreement, a letter to the Respondent from a solicitor's firm acting for the Applicants on the question of rent arrears accrued during the tenancy, a paper setting out part payments of rent and months when no rent was paid and a full rent statement showing the total rent arrears accrued during the tenancy.

4. The parties had entered in a private residential tenancy at the property with effect from 25<sup>th</sup> May 2020 with monthly rent of £500 payable in terms of the tenancy agreement. At the time the tenancy started the Respondent was working and managing agents on behalf of the Applicants had obtained a credit check on the Respondent. For the first few months, rent payments had been made in full but arrears started in January 2021. In April 2021 the Applicants became aware that the Respondent appeared no longer to be working as rent was being paid direct by benefit payments but these were part payments of £325 per month.

5. Between April 2021 and July 2022 no full payments of rent were made for any month in the tenancy and no payments at all were received from April 2024 to January 2024, other than payments totalling £2400 received in July and October 2023. There were attempts to contact the Respondent to see if payment plans could be put in place regarding the rent arrears but although promises were made by the Respondent the arrears were not cleared at any time. Two separate Notices to Leave were served during the tenancy and this appeared to prompt rent payments from the Respondent with promises to make additional payments to cut down the debt. Many chances were given to the Respondent to put payment plans in place but these were not successful.

6. The Applicants were seeking payment of rent arrears accrued up to 19<sup>th</sup> February 2024 in the sum of £7829.36. Managing agents advised them in February 2024 that they were continuing to chase repayment of the rent arrears by sending requests for payment by post and email and by leaving voicemails for the Respondent on his phone. None of these contacts were successful. At no stage during the tenancy were the Applicants or managing agents advised that the rent arrears had accrued due to any delay or failure in the payment of benefit on behalf of the Respondent.

7. Around the end of March 2024 and the start of April 2024 the Applicants were advised that the Respondent had vacated the property and returned keys to the managing agent but that a friend of his still had a set of keys. The Applicants were

able to take possession of the property and have requested the deposit of £500 paid by the Respondent be repaid to them by the tenancy deposit scheme where it is held to cover costs which the Applicants said they had incurred to clear and repair the property. The Applicants indicated that if the deposit was returned to them in due course it could not be used towards rent arrears accrued.

8. The Tribunal was satisfied that it had sufficient information to make a decision and that the proceedings had been fair.

### **Findings in Fact**

9. The parties entered into a private residential tenancy at the property with effect from 25<sup>th</sup> May 2020.

10. The monthly rent payable in terms of the tenancy agreement was £ 500 per month.

11. The Respondent was working at the start of the tenancy.

12. In 2021 part payments of rent started to be received directly from benefit payments towards the monthly rent but these did not cover the full sum due each month and rent arrears started to accrue between 2021 and 2023.

13. No payments of any kind were made towards the rent for 8 months between April 2023 and January 2024.

14. When Notices to Leave the property were served the Respondent paid additional sums towards the rent arrears but these payments did not continue.

15. The Respondent was offered several chances to set up payment plans to pay off the rent arrears but these attempts were not successful.

16. The tenancy ended between the end of March 2024 and the beginning of April 2024.

17. As at 19<sup>th</sup> February 2024 rent arrears have reached the sum of £7829.36.

18. The rent arrears are not connected to any delay or failure in the payment of any relevant benefit on behalf of the Respondent.

19. Agents on behalf of the Applicants have repeatedly contacted the Respondent regarding the sum due without success

20. The sum of £7829.36 is lawfully due by the Respondent to the Applicants.

### **Reasons for Decision**

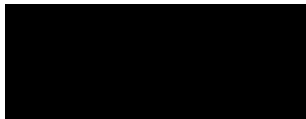
21. Rent arrears have accrued during most of this tenancy despite various attempts to engage with the Respondent. Attempts to have the Respondent set up payment plans and to seek to recover the sum due have not been successful and it is reasonable to grant a payment order.

## **Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) issued a payment order in the sum of seven thousand eight hundred and twenty nine pounds and thirty six pence only (£7829.36) in favour of the Applicants and against the Respondent.

## **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.**



**Valerie Bremner**

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**Legal Member/Chair**

\_\_\_\_\_ **14.6.24** \_\_\_\_\_  
**Date**