



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/0520**

**Property : 1 McPherson House, Mortimers Lane, Inverurie AB51 4PF (“Property”)**

**Parties:**

**Colin Wood, Gardeners Cottage, Nursery Lane, Inverurie AB51 3XP (“Applicant”)**

**Ahmad Al Khaled, 1 McPherson House, Mortimers Lane, Inverurie AB51 4PF (“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 £2,664 should be made.**

The Applicant sought an order for payment of £3,000 in respect of rent arrears. The Applicant had lodged Form F. The documents produced were: a Private Tenancy Agreement dated 24 December 2021 which commenced on 16 December 2021; a rent increase notice dated 3 April 2023 increasing the rent from £650 per month to £669.50 per month with effect from 16 July 2023 and statement of rent arrears. The Tribunal had sight of a sheriff officer's execution of service certifying service of the Application on the Respondent on 25 April 2024.

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

A CMD took place before the Tribunal on 4 June 2024 by teleconference. The Applicant and the Respondent were both in attendance. The Applicant told the Tribunal that the rent had been paid in full the past three months and that the arrears are now £2664.

The Respondent told the Tribunal that he had been joint tenant with his mother. He said that after his mother died his college helped to pay his rent. He said that he is now paying the rent in full each month from his earnings. He said that due to interest and late payment fees he was always in arrears.

The Tribunal noted that before the recent payments were taken into account the sum claimed broken down as follows – rent £2158.34, interest - £132.23 and late payment fees - £720. The Tribunal noted that there was an entitlement to late payment fees and interest in terms of the tenancy agreement but noted that they were very high and asked the Applicant if he was insisting on them. He said that he was.

The Tribunal asked the Respondent if he agreed the arrears figure of £2664. He said that he did. The Respondent said that he was receiving support from the Council regarding alternative accommodation and agreeing a payment plan for the rent arrears. He said that once he moved into more affordable accommodation he would be able to pay more towards the arrears. The Applicant said he was happy to work with the Respondent and the Council to agree a payment plan.

### **Findings in Fact**

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Tenancy Agreement dated 24 December 2021.
2. In terms of the Tenancy agreement the rent was £650 per month.
3. The rent was increased to £669.50 per month with effect from 16 July 2023.
4. In terms of clause 8.2 of the Tenancy Agreement the Applicant is entitled to charge the Respondent interest at 4% over the Royal Bank of Scotland base rate on late payments of rent.
5. In terms of clause 8.3 of the Tenancy Agreement the Applicant is entitled to charge the Respondent late payment fees of £24 on the date on which payment fell due and a further £48 on the tenth day after payment fell due.
6. The Respondent failed to pay the rent in full for the period 1 April 2023 to 31 January 2024 together with interest and late payment fees. The unpaid amount was £2,664..

### **Reasons for the Decision**

The Tribunal determined to make an Order for payment. In terms of the tenancy agreement rent was due at the rate of £650 per month which was increased to £669.50

per month with effect from 16 July 2023. The rent was not paid in full for the period 1 April 2023 to 31 January 2024. In terms of clause 8.2 of the Tenancy Agreement the Applicant is entitled to charge the Respondent interest at 4% over the Royal Bank of Scotland base rate on late payments. In terms of clause 8.3 of the Tenancy Agreement the Applicant is entitled to charge the Respondent late payment fees. The unpaid amount of rent, interest late payment fees was £2,664.

### **Decision**

The Tribunal grants an order for payment of £2,664.

### **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

**Joan Devine  
Legal Member**

**Date : 4 June 2024**