



**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/24/0847**

**Re: Property at 40 Castlehill, Bo'ness, EH51 0HL (“the Property”)**

**Parties:**

**Jane Mullan, 8 Tontine Place, Rutherglen, G73 5HE and Helen Bishop,  
Ealasaid, Mansionhouse Road, Camelon, FK1 4PS as executors nominate of  
the late Thomas Bishop, formerly residing at Ealasaid, Mansionhouse Road,  
Camelon, FK1 4PS (“the Applicants”)**

**Louise Ann Thompson, 40 Castlehill, Bo'ness, EH51 0HL (“the Respondent”)**

**Tribunal Members:**

**Joel Conn (Legal Member) and Gordon Laurie (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that**

1. This is an application by the Applicants for civil proceedings in relation to an assured tenancy in terms of rule 70 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”), namely an order for payment of rent arrears. The tenancy in question was a Short Assured Tenancy of the Property by the late Thomas Bishop to the Respondent commencing on 2 March 2015.
2. The copy application was lodged on behalf of Thomas Bishop and dated 20 February 2024 and lodged with the Tribunal on that date. The application was accompanied with a rent statement showing arrears to 23 January 2024 of £5,800, seeking interest at 8% per annum. The statement showed the arrears as having been present since March 2022. The arrears had developed, according to the statement, through an initial shortfall on payments which was being reduced by £50/m but thereafter increased significantly after missed payments

from May 2023 onwards. According to the Tenancy Agreement lodged with the application, the monthly rent was £550 and due in advance on the 2<sup>nd</sup> of each month.

3. In advance of the case management discussion (“CMD”) emails were received from the Applicants’ agent seek to amend the sum sought and amend the parties, as discussed below. Further, the Respondent lodged a Time to Pay application offering £100/m, and the Applicants’ agent lodged submissions objecting to same.

### **The Hearing**

4. On 11 June 2024 at 14:00, at a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, sitting remotely by telephone conference call, we were addressed by the Applicant’s agent, Emma Hamilton, paralegal, Clarity Simplicity Solicitors, and by the Respondent herself. One of the Applicants, Jane Mullan, was also in attendance and provided some of the submissions and instructions to her agent.
5. We noted the two preliminary motions by the Applicants’ agent:
  - a. In regard to the passing of Mr Bishop, we were addressed on a motion to amend the application to be in the name of his executors. We were informed that his date of death was 10 May 2024, and that a copy of the Will appointing the two executors had been sent to the Tribunal. (We obtained a copy by email after the CMD.) Progress towards Confirmation was in the hands of the executors’ solicitor but was not yet obtained. The Respondent had no objection to the amendment of the party and we were satisfied to grant the amendment in consideration of Rules 31 and 32.
  - b. The updated rent statement showed arrears as at 23 May 2024 of £8,080. This date did not coincide with any date in the Tenancy Agreement however. The Respondent confirmed that she accepted that the arrears were now £8,080 and explained that she normally paid her rent in advance on the 23<sup>rd</sup> of each month, so she accepted that the arrears were £8,080 for rent due to 1 July 2024. The Applicants’ agent confirmed that she agreed with this reading of the rent statement. We were satisfied to allow amendment of the application to seek this sum.
6. We noted there was a contractual rate of interest of 8% in the Tenancy Agreement and the Respondent confirmed she did not oppose that rate being sought. No order for expenses was sought.
7. The Time to Pay application, read with the amendment, amounted to a consent to an order for £8,080 plus interest at 8%. We confirmed that the Respondent understood same and stood by her offer. She confirmed that she did. Our consideration was thus restricted to the Time to Pay application. The Respondent confirmed that she was not in a position to offer more than £100/m and we noted that the information in the Time to Pay application showed all income to the household being from different benefits and state assistance, and that the

monthly outgoings exceeded the income at present (and so there was no spare £100 to pay towards the arrears). The Respondent said she was currently borrowing money from relatives. She also said that she hoped to offer more in future, once she was through a current difficult period but provided no information as to how, at present, she had an ability even to pay the £100/m. Further information on the Respondent's financial affairs and situation are noted in the decision relating to a conjoined eviction application (EV/24/0845).

### **Findings in Fact**

8. By written lease dated 17 February 2015, the late Thomas Bishop ("the deceased") let the Property to the Respondent by lease with a start date of 2 March to 2 September 2015 which would "continue thereafter on a monthly basis" ("the Tenancy").
9. Under the Tenancy, the Respondent was to make payment of £550 per month in rent in advance to the deceased (and now to the Applicants) on the 2<sup>nd</sup> of each month.
10. Under clause 7.2 of the Tenancy Agreement, interest at 8% per centum per annum was due on all overdue rent payments.
11. As of 11 June 2024, there was unpaid rent of £8,080.00 due by the Respondent to the Applicants in terms of the Tenancy in respect of missed or part-missed payments for rent accrued over a protracted period but principally from 2 June 2023.
12. The unpaid rent due at 11 June 2024 remains £8,080.00, covering all rent due to 1 July 2024.

### **Reasons for Decision**

13. The application was in terms of rule 70, being an order for civil proceedings in relation to assured tenancies.
14. The Respondent's Time to Pay offer, and submissions at the CMD, acknowledged: the arrears of £8,080; that they were due and payable; and that interest at 8% per annum applied on the arrears.
15. The only matter in contention was the Time to Pay offer. We acknowledge the Respondent's desire to address the arrears but the offer of £100 per month does not appear affordable and we were not satisfied that the offer was a practical one. Further, as it would take over 80 months to pay (not including interest) we did not think it was an acceptable offer in general, nor in consideration of the duties of the Applicants to wind up the estate. In the circumstances, we do not grant the Time to Pay order sought.
16. We were satisfied, on the basis of the application and supporting papers, the submissions at the CMD, and the Time to Pay application, that rent arrears in the

figure of £8,080.00 were outstanding for the period to 1 July 2024 and thus outstanding at the date of the CMD.

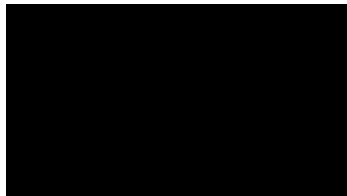
17. In all the circumstances, we were satisfied that the necessary level of evidence for such civil proceedings on the sum of £8,080.00 had been provided and accepted by the Respondent.
18. The Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal and we were satisfied to make a decision at the CMD to award the sum of £8,080.00 against the Respondent, with interest at the judicial rate of 8% against this sum, with interest from today's date with no Time to Pay order.
19. We note that this sum relates to rent due through to 1 July 2024 and the Applicants thus reserve their position in regard to any further claim under the lease against the Respondent.

### **Decision**

20. In all the circumstances, we were satisfied to make the decision to grant an order against the Respondent for payment of the sum of £8,080.00 with interest at 8% per annum to the Applicants.

### **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.**



**11 June 2024**

---

**Legal Member/Chair**

---

**Date**