



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/24/1754

Property : 92 Cardross Crescent, Broxburn EH52 6HZ (“Property”)

Parties:

Roy Stockburn, 11 Manor Farm Crescent, Leeds LS27 7RW (“Applicant”)

Bannatyne Kirkwood France & Co, 16 Royal Exchange Square, Glasgow G1 3AG (“Applicant’s Representative”)

Charlaine Walker and William Walker, 92 Cardross Crescent, Broxburn EH52 6HZ (“Respondent”)

Tribunal Members:

Joan Devine (Legal Member)

Gordon Laurie (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £3105 with interest thereon at the rate of 8% per annum from 19 September 2024 should be made payable at the rate of £100 per month.

The Applicant sought an order for payment of £905 plus interest in respect of rent arrears. The Applicant had lodged Form F. The documents produced were: a Private Tenancy Agreement which commenced on 1 March 2022 and a 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 19 August 2024.

By email dated 5 September 2024, which was copied to the Respondent, the Applicant sought to increase the sum claimed to £3105. On 4 September 2024 the First Respondent lodged an application for time to pay the sum claimed at the rate of £100 per month. The Applicant lodged a response to the application for time to pay in which they submitted that the proposal for time to pay was not reasonable.

Case Management Discussion (“CMD”)

A CMD took place before the Tribunal on 19 September 2024 by teleconference. The Applicant was represented by Alexandra Wooley of the Applicant’s Representative. Both Respondents were in attendance.

Mrs Walker told the Tribunal that she is a manager at the local nursery and she is now able to work additional hours by doing holiday clubs. She said she is also a mentor for a staff member. Mrs Walker told the Tribunal that she had been a child minder but that had fallen through. She said that was when the rent arrears started to increase. Mrs Walker said that she and Mr Walker are not in receipt of housing benefits.

Mrs Walker told the Tribunal that Mr Walker is a lorry driver and that he was in the process of changing job. She said he starts a new job on 23 September 2024. She said that the application for time to pay does not include her husband’s income as he is in the process of changing job. She said that he had been earning £370 per week and hoped to earn £460 per week in his new job.

Ms Wooley objected to the application for time to pay due to the length of time it would take to pay the debt and as the application made no reference to the income of Mr Walker.

Mrs Walker told the Tribunal that she could not offer to pay any more than £100 per month. She said that once her husband started his new job she may be able to pay more. She also said that she had applied for a discretionary housing payment. She said she had done that 6 weeks ago and that such applications take 10 weeks to be processed. She said that she hoped to be allocated a property by Wheatley Housing in the near future and that the rent for the Wheatley property would be £320 per month.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement which commenced on 1 March 2022.
2. In terms of the Tenancy Agreement the rent was £850 per month.
3. The Respondent failed to pay the rent in full for the period 1 August 2023 to 1 September 2024. The unpaid amount was £3105.
4. In terms of clause 8 of the Tenancy Agreement the Applicant may charge interest on late payment of rent at the rate of 8%.

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 £850 per month. The Respondent failed to pay the rent in full for the period 1 August 2023 to 1 September 2024. The unpaid amount was £3105. As the Tenancy Agreement contained a contractual right to interest at the rate of 8%, the Tribunal determined to award interest at that rate.

The Tribunal determined to grant the application for time to pay the sum claimed at the rate of £100 per month. The Tribunal noted that either party could apply for a variation of the time to pay in the event of a change in circumstances. The Tribunal encouraged the Respondent to make additional payments once Mr Walker starts his new job and in the event of a discretionary housing payment being made.

Decision

The Tribunal allowed the sum claimed to be amended to £3105 and grants an order for payment of £3105 together with interest thereon at the rate of 8% per annum from 19 September 2024 until payment. The sum claimed is to be repaid at the rate of £100 per month.

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
Legal Member**

Date : 19 September 2024