



**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/24/1129**

**Re: Property at 82 Alyth Crescent, Clarkston, G76 8PB (“the Property”)**

**Parties:**

**Mr Kwai Lam, Mrs Yuk Lin Lam, 16 Priorwood Road, Newton Mearns, G77 6ZZ (“the Applicant”)**

**Ema Morabito, 31 Keith Gardens, Broxburn, West Lothian, EH52 6XS (“the Respondent”)**

**Tribunal Members:**

**Lesley Ward (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent shall make payment to the Applicant of the sum of three thousand eight hundred and thirty one pounds and twenty three pence (£3831.23) payable in monthly instalments of two hundred and forty one pounds (£241) until payment, with interest at 4 % per annum from 13 November 2024 until payment.**

2. This was an application to recover rent arrears in terms of section 71 of the Private Housing (Tenancies) (Scotland) Act 2014 (‘the Act’) and rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, ‘the rules’. The Applicant was represented by Miss Alexandra Wooley solicitor. The Respondent did not attend and was not represented. The tribunal had sight of the Sheriff Officer’s execution of service. The tribunal also had sight of the Respondent’s submission to the tribunal dated 31 October 2024, which confirmed that she had received the papers and was aware of the hearing. The tribunal proceeded with the hearing in the Respondent’s absence in terms of rule 29 and in accordance with the overriding objective.

## Preliminary matters

3. The tribunal noted that the Respondent had given her name as 'Ema Morabito' in her submission of 31 October 2024. The Respondent is however designed as Emma Morabiq in the application. The tribunal also noted that although the tenancy agreement was in the name of Emma Morabiq, the agreement is signed by 'Emanuela Morabito'. Ms Wooley sought to amend the application to design the Respondent as Ema Morabito.

4. The Applicant is seeking rent arrears of £3831.23. The Respondent in her submission appears to accept that there are 3 months arrears amounting to £2850. She also submits that part of the deposit should be deducted, and that she therefore owes the sum of £2410 which she offers to pay in monthly instalments of £241. This monthly amount was acceptable to the Applicant. Ms Wooley submitted that there are over 4 months of arrears and the deposit of £1100 is still being adjudicated and cannot be applied to the rent arrears at present.

## 5. Findings in fact

- The Applicant is the owner and registered landlord of the property.
- The parties entered into an agreement for let of the property on 5 December 2022. The Respondent was designed as Emma Morabiq in the written agreement but she signed her name as Emanuela Morabito.
- The Respondent is known as Ema Morabito and she wrote to the tribunal on 31 October 2024 using that name.
- The tenancy agreement had an agreed rent of £950 per month.
- The deposit was £1100.
- The tenancy came to an end on 5 July 2024.
- Rent arrears began to accrue in July 2023.
- The rent arrears accrued to 5 July 2024 were £3831.23.
- The Respondent has offered to pay by instalments of £241 per month.

## Reasons

6. The tribunal was satisfied that it had sufficient information before it to make a decision and the procedure has been fair. The tribunal allowed the application to be amended so that the Respondent was correctly designed. The Respondent agreed in her submission that she had accrued three months rent arrears however, it was clear from the rent statement provided by the Applicant that there were arrears of £3831.23. The tribunal accepted Ms Wooley's submission that the deposit was still being adjudicated and could not be deducted at present. She gave an undertaking that there would be no 'double accounting' and that as soon as the adjudication was concluded, any balance would be applied to the arrears. The submission of the Respondent also suggested the adjudication was ongoing. Given the Applicant accepted the Respondent's offer of payment by instalments, the tribunal granted an order to this effect. The tribunal also granted interest at the rate of 4% as being fair in all of the circumstances.

## **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.**

# Lesley Ward

**Legal Member**

13 November 2024  
**Date**