



**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/24/0425

Property : 23D Bank Street, Aberdeen AB11 7TA (“Property”)

Parties:

Craig Hughes, Dambrae, Aberdeen AB23 8YD (“Applicant”)

**DJP Solicitors, 226 Holburn Street, Aberdeen AB10 6DB (“Applicant’s
Representative”)**

Gregor Scott Binnie, 135C Victoria Road, Aberdeen AB11 9LY (“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 £5,710.02 together with
 interest thereon at the rate of 5 % per annum should be made.**

Background

The Applicant sought an order for payment of £6,582 plus interest in respect of rent arrears. The Applicant had lodged Form F. The documents produced were: a Tenancy Agreement dated 1 July 2019 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 28 May 2024.

A Case Management discussion (“CMD”) took place before the Tribunal on 1 July 2024 by teleconference. Reference is made to the note of the CMD. At the CMD Mr Binnie told the Tribunal that he did not oppose the application entirely but the sum claimed was incorrect. He said that the Applicant had not taken account of 4 payments made by universal credit in July, August, September and October 2023 of £250 each. The outcome of the CMD was that a continued CMD was fixed and a Direction was issued in the following terms :

The Respondent is required to lodge with the Tribunal :

1. A copy of documentation held by the Respondent evidencing payments being made by universal credit direct to the Applicant in respect of rent for the Property in the period July to October 2023.

The Applicant is required to lodge with the Tribunal :

1. An updated statement of rent arrears showing any payments received by the Applicant from universal credit in respect of rent for the Property in the period July to October 2023.

The documentation was to be lodged with the Tribunal no later than close of business on the date falling 14 days before the continued CMD. On 24 July 2024 the Applicant's Representative lodged an updated statement of rent arrears which indicated rent arrears of £5,710.02. The Respondent did not lodge a response to the Direction.

Continued CMD

A continued CMD took place before the Tribunal on 3 December 2024 by teleconference. The Applicant was represented by Dean Purdie of the Applicant's Representative. The Respondent was not in attendance. The Tribunal noted that the monthly rent payable had been agreed at the first CMD and that the issue in dispute was whether proper account had been taken of payments made by universal credit. An updated statement of arrears had now been lodged which included 4 payments from universal credit and reduced the sum claimed to £5,710.02. Mr Purdie sought interest on the sum claimed at 8%.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement dated 1 July 2019.
2. The tenancy came to an end on 28 February 2024.
3. In terms of the Tenancy agreement the rent was £695 per month but the Parties agreed that the rent due was £500 per month which increased to £525 per month in October 2022.
4. The Applicant received payments from Universal Credit towards the rent in 2023 totalling £1397.48.
5. The Respondent failed to pay the rent in full for the period October 2022 to February 2024. The unpaid amount was £5,710.02.

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 £695 but Parties had agreed that the rent was £500 per month which increased to £525 per month in October 2022. At the first CMD the Parties had told the Tribunal that the tenancy ended on 28 February 2024. The Respondent disputed the sum claimed in that it did not take account of sums paid by universal credit in 2023. The Applicant had lodged an updated statement of arrears which took account the payments from universal credit. The rent was not paid in full for the period October 2022 to February 2024. The Applicant received payments from Universal Credit towards the rent in 2023 totalling £1,397.48. After taking those payments into account, the outstanding sum at the end of the tenancy was £5,710.02.

The Tenancy Agreement did not contain a contractual right to interest. The Tribunal considered that 5% was an appropriate rate of interest in terms of rule41A of the Tribunal rules of procedure.

Decision

The Tribunal grants an order for payment of £5,710.02 plus interest thereon at the rate of 5% from 3 December 2024 until payment.

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 : 3 December 2024