



**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/24/3792**

**Re: Property at 2 Roskill Farm Cottages, Roskill, Munloch, Highland, IV8 8AB (“the Property”)**

**Parties:**

**J & S Grant (Roskill), Roskill House, Munloch, Ross-shire, IV8 8AB (“the Applicant”)**

**Colin Mackie, Victoria Mackie, 2 Roskill Farm Cottages, Roskill, Munloch, Highland, IV8 8AB (“the Respondents”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member) and Sandra Brydon (Ordinary Member)**

**Decision (in absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondents in favour of the Applicant in the sum of £8,655, together with interest at the rate of 5% above the Bank of Scotland base rate from today’s date until payment.**

**Background**

1. The Applicant submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant sought an order for payment in the sum of £4,905 in respect of arrears said to have been incurred by the Respondents.
2. A Convenor of the Housing and Property Chamber (“HPC”) having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. Letters were issued on 8 February 2025 informing both parties that a CMD had been assigned for 18 March 2025 at 2pm, which was to take place by

conference call. In that letter, the parties were also told that they were required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondent was invited to lodge written representations by 1 March 2025. No representations were received by the Tribunal.

4. On 4 March 2025, the Tribunal received an email from the Applicant's representative, attaching an updated rent statement. A copy had been sent to the Respondent by email.

#### **The case management discussion – 18 March 2025**

5. This case called alongside a related case which proceeds under chamber reference FTS/HPC/EV/24/3791. The CMD took place by conference call. The Applicant was represented by Mr Jackson Deane. The Respondents did not join the call, and the discussion proceeded in their absence.
6. The Applicant's representative explained that the Respondents have lived in the Property since May 2023. Arrears of rent started to accrue in June 2023 and have persisted ever since. The Respondents have not made any proposals to pay the rent arrears. The rent arrears have increased since this application was made and the current balance is £8,655. The Applicant's representative moved to amend the sum sued for to £8,655 and sought an order for payment in that sum together with contractual interest.

#### **Findings in Fact**

7. The parties entered into a private residential tenancy which commenced 9 May 2023.
8. The contractual monthly rent was £750, payable in advance.
9. The Respondents owe the Applicant £8,655 in respect of rent arrears.

#### **Reason for Decision**

10. The Tribunal proceeded on the basis of the documents lodged, and the submissions made at the CMD. There was nothing before the Tribunal to indicate that there was any dispute over the sum sought. In the absence of evidence to the contrary, the Tribunal was satisfied that the rent statement was accurate. The Applicant's representative had intimated a copy of the up to date rent statement to the Respondents. The Tribunal was satisfied that Respondents owe the sum of £8,655. Accordingly, the Tribunal granted the application to amend the sum sued for and thereafter granted an order for payment in that sum.

11. Clause 2.5.4 of the tenancy agreement provides for interest being due on any sums due by the Respondents which remain unpaid 14 days after the due date. On the basis that the parties contracted that interest was due on sums outstanding, the Tribunal was persuaded that it was reasonable to award interest. Accordingly, interest was awarded on the sums the Respondents have been ordered to pay.

### **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.**

**Nicola Irvine**

**Legal Member/Chair**

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**Date**

**18 March 2025**

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