



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/24/3957

Re: Property at 40 Eton Avenue, Dunoon, PA23 8DG (“the Property”)

Parties:

Culmore Investments Ltd, 36 Washington Street, Glasgow, G3 8AZ (“the Applicant”)

Mr Douglas Wilson, 40 Eton Avenue, Dunoon, PA23 8DG (“the Respondent”)

Tribunal Members:

Martin McAllister (Legal Member) and Elaine Munroe (Ordinary Member) (“the tribunal”)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that on order of payment be made requiring the Respondent to pay the sum of THIRTEEN THOUSAND POUNDS (£13000) to the Applicant.

Background

1. This is an application for payment of £10250 in respect of rent arrears.
2. The date and time of the case management discussion was intimated to parties who were given the opportunity to make written representations and/or lodge productions.
3. An application for an order of eviction has also been submitted by the Applicant.

Preliminary Matters

4. The case management discussion was held by audio conference on 7 April 2025. Mr Kenneth Caldwell, Solicitor, represented the Applicant. The Respondent was present.
5. The Legal Member outlined the purpose of a case management discussion and the terms of Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Chamber Rules").
6. Mr Caldwell referred to a submission which he had submitted on 11 March 2025 in which he stated that the Applicant would be seeking to increase the sum claimed to £13000. An updated rent statement had been lodged which stated the rent arrears to be £13000.
7. The Respondent confirmed that he had received a copy of the updated rent statement and he accepted that £13000 was the level of rent arrears in respect of the Property.
8. Mr Caldwell asked the tribunal to amend the sum claimed to £13000 in terms of the Chamber Rules. He said he would also be seeking interest on the outstanding sum at 4% per annum. He conceded that no provision for interest was included in the contract between the Applicant and the Respondent.
9. The tribunal determined that it was appropriate to amend the principal sum claimed. The Applicant's request had been timeously intimated to the Respondent who accepted that the sum of £13000 is due by him to the Applicant.
10. There was no dispute on the facts. The Respondent was contractually bound to pay rent to the Applicant and accepted that he had failed to do so. Neither party saw a need for a Hearing.

Documents before the tribunal

- 11.1 Copy of the private residential tenancy agreement for the Property dated 8 October 2020 showing the commencement of the tenancy to be 11 October 2020 and the monthly rent to be £550. The tenancy agreement showed the tenant to be the Respondent.
- 11.2 Copy rent statement from 11 October 2020 showing the rent outstanding on 11 May 2024 to be £8600.
- 11.3 Copy rent statement from 11 October 2020 to 11 January 2025 showing the rent outstanding to be £13000.

Findings in Fact

- 12.1 The Applicant is the owner of the Property.
- 12.2 The Applicant and the Respondent entered into a Private Residential Tenancy Agreement for the Property on 8 October 2020.
- 12.3 The start date for the tenancy was 11 October 2020.
- 12.4 The initial monthly rent for the Property was £550 per month and is currently £550.
- 12.5 There are currently rent arrears of £13000.

Submissions

- 13 Mr Caldwell asked the tribunal to grant an order of payment of £13000 and to incorporate within the order that the Respondent pay interest at 4 % on the basis that, although not contractual, this would be fair given the cost to the Applicant.
- 14 The Respondent accepted that he owed the Applicant £13000 and said that he had made an offer to repay this at the initial rate of £100 to £150 per month which he would pay at the same time as his rent for the Property if the application for eviction was not granted.

Discussion

- 15 The tribunal saw no need for a Hearing to be fixed. Facts were not in dispute. The Respondent owes £13000 to the Applicant.
- 16 The tribunal determined to make the requested payment order in respect of the principal sum of £13000.
- 17 There was no contractual provision for the Respondent to pay interest to the Applicant and the tribunal made no order in this regard.

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.

Martin McAllister

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Legal Member

Date: 7 April 2025