



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/24/4100

Re: Property at 274 Dalriada Crescent, Hamilton, ML1 3YA (“the Property”)

Parties:

REWD LPB Limited, Rewd Group HQ, Unit 4, Barons Court, Grangemouth, FK3 8BH (“the Applicant”)

Charlene Gallagher, 101 Merrick Terrace, Uddingston, Glasgow, G71 6PT (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order in favour of the Applicant against the Respondent for payment of EIGHT THOUSAND AND NINETY SIX POUNDS AND TWENTY PENCE (£8,096.20) STERLING together with interest thereon at the rate of EIGHT per cent per annum from 10 December 2023.

Background

1. An application had been received under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment.

2. The application contained papers including the tenancy agreement, and rent statement. There was also submitted two invoices for costs and a covering email on 28 March 2025 from the applicant's agent.
3. This case called for a case management discussion on 7 April 2025, the applicant's representative, Mr Gray, from Gilson Gray appeared. There was no appearance from the respondent. The tribunal was satisfied that service had taken place. It was prepared to proceed in the absence of the respondent.

Discussion

4. The applicant's representative advised that the respondent currently owed £7,329 in rent arrears. This sum had been outstanding since 10 December 2023. This sum was still outstanding. He also sought interest at the rate of 8% per year from the date the respondent left the property and for payment of the applicant's reasonable costs.
5. The application paper apart confirmed that while the majority of the rent balance can be broken down and vouched for the first £2,104 was a balance carried forward from January 2023. It could not be broken down or vouched for as the applicant's previous agents were no longer instructed and would not provide the information. In the event that the application had to proceed to a hearing, he intended to call that agent and he was confident that they would be able to speak to that part of the balance of sum sued. He submitted that there was no appearance by the respondent to dispute the sums were due. He asked the tribunal to find that balance due.
6. Clause 8 of the tenancy agreement provides contractual liability to pay interest of 8% from the date the arrears arose, interest was sought from 10 December 2023.
7. Clause 8 also provides that the tenant will be liable for any reasonable costs incurred, including but not limited to expenses legal or otherwise. The applicant confirmed in the application they would provide full vouching in advance of any hearing to follow. The applicant's agent had submitted two invoices by email on 28 March 2025 with costs totalling £767.20. They submitted that those invoices related to works undertaken directly as a result of the failure to pay rent as it falls due. If submitted to the Auditor of Court they were confident they would be considered reasonable and

taxed without deduction. The agent asked that these costs be awarded in addition to the rent and the interest sought.

Findings in Fact

8. The Tribunal found the following facts established: -
9. There existed a private residential tenancy. It had commenced on 10 June 2021. The tenancy ended on 10 December 2023.
10. The tenant was Charlene Gallacher
11. The landlords were REWD LPB limited.
12. The property was 274 Dalriada Crescent Motherwell.
13. Condition 8 of the tenancy provides that rent is £475 a calendar month payable in advance.
14. Clause 8 also provided that interest on late payment of rent may be charged by the landlord at 8% per year from the date on which the rent is due until payment is made
15. Clause 8 also provided the tenant shall be held liable for any further reasonable costs incurred by the landlord through the tenant's failure to pay rent on time including, but not limited to, any administrative charges or late fees made by the landlord's bank, any expenses incurred by the landlord in pursuing the tenant for payment of unpaid rent, legal or otherwise.
16. There was a rent statement showing how the arrears had occurred.
17. Rent arrears as of 10 December 2023 were £7,329.00.

18. There were two invoices one for tracing the defender, preparing the application totalling £467.00; and the second for the preparation and attendance at the case management discussion totalling £300.00.

Reasons for Decision

19. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies, liability for failure to pay contractual rent and the costs incurred in recovering the rent arrears, are such matters arising out of that contract.
20. The applicant's representative appeared. The respondent did not appear. The applicant's representative confirmed that he sought an order for payment, for rent, costs and interest.
21. The tenancy contract provided that rent of £475 per month was payable by the tenant. The tenant had failed to pay all or some of that rent. As of 7 April 2025 £7,329.00 in rent arrears remained outstanding. Clause 8 allowed for interest at 8% to be sought by the landlord and also that reasonable costs be sought. The applicant's agent had supplied invoices for the reasonable costs. The invoices for the costs were submitted to the tribunal on the 28th of March 2025. The tribunal did not have these additional costs for at least 14 days before this case called. The applicant's agent had also not sent copies of those invoices to the respondent, and it appeared that the respondent had not had formal notice of those invoices. The tribunal was however prepared to award the costs given that the application stated that costs would be sought and furthermore, the tenancy agreement allowed for reasonable costs to be sought by the landlord. We also took into account that the agent submitted that the costs were reasonable. The tribunal took the view that on balance the respondent had known that costs would be sought. She could have appeared to dispute the application. She did not do so. The tribunal was also prepared to accept the rent statement with the balance carried forward, given that the tenant had been a tenant from 2021 and as there had been ongoing rent arrears accruing since January 2023. Again this issue was clearly set out in the application. The

application had been served on the respondent. The respondent had not appeared to dispute the sums sought. On balance we are prepared to accept that there were rent arrears totalling £2,104 as at January 2023 and total rent arrears of £7,329. The tribunal found that the tenant was in breach of contract with the landlord.

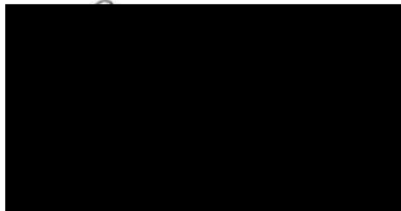
22. Considering the papers and the oral submission by the applicant's representative, the tribunal was prepared to grant the order for payment of rent arrear, costs and award interest of 8% per annum from 10 December 2023.

Decision

The Tribunal grants an order in favour of the Applicant against the Respondent for payment of EIGHT THOUSAND AND NINETY SIX POUNDS AND TWENTY PENCE (£8,096.20) STERLING together with interest thereon at the rate of EIGHT per cent per annum from 10 December 2023.

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.



Legal Member/Chair

07/04/2025

Date