



**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/25/1188

Re: Property at 141 Croftend Avenue, Glasgow, G44 5PF (“the Property”)

Parties:

**The Wee Flat Company (Scotland) Ltd, 33 Cherryridge Drive, Glasgow, G69
7TD (“the Applicant”)**

Miss Emma Keating, 141 Croftend Ave, Glasgow, G44 5PF (“the Respondent”)

Tribunal Members:

Andrew Upton (Legal Member) and Elaine Munroe (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to make payment to the Applicant in the sums of (i) NINE THOUSAND THREE HUNDRED AND FIFTY POUNDS (£9,350.00) STERLING with Interest thereon at the contractual rate of five per centum per annum above the base lending rate of the Royal Bank of Scotland plc, from time to time, running from the date of the decision of the First-tier Tribunal to grant this order, being 24 April 2025, until payment, and (ii) SIX HUNDRED AND FORTY-ONE POUNDS AND NINETY-EIGHT PENCE (£641.98) STERLING, being the contractual interest due up to 24 April 2025.

Statement of Reasons

1. This Application called for a Hearing on 24 April 2025. The Applicant was represented by its officer, Ms Jarvis. The Respondent was not present or represented. In terms of Rule 29 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), the Tribunal may proceed with a Hearing in the absence of a party if satisfied that appropriate notice of the Hearing has been given to that party. The Tribunal was so satisfied, and the Tribunal determined to proceed with the Hearing.

2. In this Application, the Applicant seeks payment from the Respondent of a sum said to be due in rent arrears. The sum claimed in the Application is £8,800. By email dated 2 April 2025, the Applicant sought to amend the sum claimed to £9,350, being the sum then outstanding, and for an order for contractual interest. The application to amend was made in time for the purposes of Rule 14A of the Rules. The Tribunal allowed the amendment.
3. Ms Jarvis then moved the Tribunal to grant the order for payment. She claimed that the arrears to 2 April 2025 (the date of the application to amend) was £9,350. She claimed that contractual interest accrued at the rate of five per cent above base rate, which is current 4.5%. Accordingly, she invited the Tribunal to grant an order for payment of £888.25, being 9.5% of £9,350.
4. The Respondent did not lodge any objection to the Application, or any representations disputing that she was in arrears of rent. She had previously, at a hearing in the related Application EV/23/3037, accepted that she was in rent arrears. In the circumstances, the Tribunal was satisfied that it was not in dispute that the Respondent was in arrears of rent of £9,350 covering the period up to 2 April 2025. Similarly, the Tribunal was satisfied that there was no dispute that the Applicant was entitled to contractual interest on sums unpaid at the rate of 5% above the base lending rate of the Royal Bank of Scotland plc from the date that the sum fell due until payment, under and in terms of clause 20 of the tenancy agreement between the parties. As such, the Tribunal granted an order for payment of £9,350 together with interest at the contractual rate from the date of the decision, which was 24 April 2025.
5. In respect of the sum sought by the Applicant as interest for the period prior to the date of the decision, the Applicant has misunderstood clause 20 and therefore miscalculated the interest due. Interest accrues daily at a rate of 5% above the base lending rate of the Royal Bank of Scotland plc from the date that a sum fell due until it is paid. That means that interest has to be calculated on individual missed payments, according to the rate then relevant for the calculation. The Applicant's approach in simply calculating 9.5% of the arrears was flawed.
6. The earliest missed payment, according to the Schedule of Rent produced by the Applicant, was 14 November 2023. At that time, the base lending rate was 5.25%. The rate reduced to 5% on 1 August 2024. It reduced again to 4.75% on 7 November 2024. It reduced again to 4.5% on 6 February 2025, and it has continued at that rate since.
7. According to the Schedule of Rent, the missed payment on 14 November 2023 was paid on 18 December 2023. That is a period of 34 days, at a rate of 10.25% per annum. The sum due in interest for the delayed November 2023 rent is £5.25.
8. Thereafter, the Respondent has not made any payments towards rent. Accordingly, the rent for the period 14 December 2023 until 2 April 2025

remains outstanding, and that is for the sum granted by the Tribunal. In terms of interest, the Tribunal calculates the interest due on the unpaid rent up to 24 April 2025 to be £641.98, based on the following calculation, all rates stated being per annum:-

- a. For the 14 December 2023 rent of £550, interest accrued for 230 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £74.83.
- b. For the 14 January 2024 rent of £550, interest accrued for 199 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £70.04.
- c. For the 14 February 2024 rent of £550, interest accrued for 168 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £65.25.
- d. For the 14 March 2024 rent of £550, interest accrued for 139 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £60.77.
- e. For the 14 April 2024 rent of £550, interest accrued for 108 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £55.98.
- f. For the 14 May 2024 rent of £550, interest accrued for 78 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £51.35.
- g. For the 14 June 2024 rent of £550, interest accrued for 47 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £46.56.
- h. For the 14 July 2024 rent of £550, interest accrued for 17 days at 10.25%, 98 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £41.93.
- i. For the 14 August 2024 rent of £550, interest accrued for 83 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £37.04.
- j. For the 14 September 2024 rent of £550, interest accrued for 53 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £32.52.
- k. For the 14 October 2024 rent of £550, interest accrued for 22 days at 10%, 91 days at 9.75%, and 78 days at 9.5%. The interest payable was £28.00.

- l. For the 14 November 2024 rent of £550, interest accrued for 83 days at 9.75%, and 78 days at 9.5%. The interest payable was £23.36.
 - m. For the 14 December 2024 rent of £550, interest accrued for 53 days at 9.75%, and 78 days at 9.5%. The interest payable was £18.95.
 - n. For the 14 January 2025 rent of £550, interest accrued for 22 days at 9.75%, and 78 days at 9.5%. The interest payable was £14.40.
 - o. For the 14 February 2025 rent of £550, interest accrued for 69 days at 9.5%. The interest payable was £9.88.
 - p. For the 14 March 2025 rent of £550, interest accrued for 41 days at 9.5%. The interest payable was £5.87.
9. Accordingly, the Tribunal also granted an order for payment by the Respondent to the Applicant in the sum of £641.98, being the aggregate of the interest accruing on the missed rent payments up to the date of the Hearing.

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.

Andrew Upton

24/04/25

Legal Member/Chair

Date