



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71(1) of the Private Housing
(Tenancies)(Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/24/2017

Re: Property at 134 Craigie Drive, Dundee, DD1 7PB (“the Property”)

Parties:

**Alan McIntosh, Mrs Fiona McIntosh, Invergrange, Grange Road, Monifieth,
Dundee, DD5 4PT (“the Applicant”)**

Ms Catherine Mill, 92 Harrison Avenue, Dundee, DD2 3SU (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (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 for payment in the sum of THREE
THOUSAND EIGHT HUNDRED AND NINETY-EIGHT POUNDS AND FORTY-FOUR
PENCE (£3898.44)**

Background

1. By application accepted on 19 November 2024 the applicant seeks an order for payment in respect of arrears of rent under section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016.
2. The following documents were lodged with the application:
 - Copy Private Residential Tenancy agreement
 - Rent ledger spanning the tenancy period
3. The respondent submitted an application for a time to pay direction which was received by the Tribunal on 23 December 2024.

4. A case management discussion (“cmd”) took place via teleconference on 13 February 2025. The respondent was not present or represented. Mr Thomson sought to amend the sum being sought to the reduced figure of £3898.44 to take into account a payment from the deposit towards the outstanding amount. The amendment was allowed. The Tribunal determined to adjourn the application to a further cmd for the respondent to attend.

Case management discussion –videoconference- 4 June 2025

5. The applicant was represented by Mr Thomson, letting agent from Smart Move Letting Management Ltd. The respondent was not present or represented. The Tribunal was satisfied that the respondent had received proper notice of the cmd and proceeded with the cmd in her absence in terms of rule 29.
6. The applicant sought an order for payment in the sum of £3898.44. The lease which had been lodged had a commencement date of 27 July 2022 and showed that the monthly rent due was £695. Rent accounts had been lodged which spanned the period from the commencement of the tenancy to 28 April 2024. These showed that rent arrears as at 28 April 2024 were £4225. The outstanding figure had been reduced due the deposit being applied to arrears figure.
7. Mr Thomson stated that no rent had been received since the respondent moved out of the property in May 2024.
8. The Tribunal considered the time to pay application that had been submitted by the respondent on 23 December 2024. The respondent admitted liability for the outstanding arrears and made an offer to repay them at the rate of £50 per fortnight. The application provided information on the respondent’s current income and outgoings. Mr Thomson confirmed that the applicant had considered the application for time to pay however it was not acceptable due to the length of time that it would take to repay the arrears.
9. Mr Thomson stated that he had discussed the arrears with the respondent while she was living in the property. She had entered into a repayment arrangement to repay the arrears at the rate of £100 per month however, she had not made any payments towards the rent and arrears since December 2023. Mr Thomson stated that he had advised the respondent to apply for benefits however the respondent did not engage with him. Mr Thomson stated that the respondent

had not mentioned to him that there had been any issues with domestic abuse in the property.

Findings in fact

10. Parties entered into a tenancy agreement with a commencement date of 22 July 2022.
11. Monthly rent due in terms of the agreement was £695.
12. The respondent moved out of the property in May 2024.
13. Total rent unpaid at the date of the cmd amounted to £3898.44.
14. The applicant's representative made numerous attempts to enter into a repayment arrangement with the respondent.
15. The applicant's representative advised the respondent to apply for benefits to assist with the payment of rent.
16. The respondent failed to make any payments towards the rent and arrears from December 2023.
17. The respondent's offer to repay the arrears at the rate of £50 per fortnight is not reasonable.

Reasons for the decision

18. The Tribunal had regard to the application and the documents lodged by the applicant, the time to pay application and Mr Thomson's representations at the cmd.
19. The Tribunal considered the terms of the application for a time to pay direction submitted by the respondent.
20. Section 1 of the Debtors (Scotland) Act 1987 states:

(1) Subject to subsections (3) to (5) below and to section 14 of this Act, on an application by the debtor, the court or the First-tier Tribunal on granting decree for payment of any principal sum of money, shall, if satisfied that it is reasonable in all the circumstances to do so, and having regard in particular to the matters mentioned in subsection (1A) below, direct that any sum decerned for in the decree (including any interest claimed in pursuance of subsections (6) and (7) below) or any expenses in relation to which the decree contains a finding as to liability or both such sum and such expenses shall be paid—

(a) by such instalments, commencing at such time after the date of intimation by the creditor to the debtor of an extract of the decree containing the direction, payable at such intervals; or

(b) as a lump sum at the end of such period following intimation as mentioned in paragraph (a) above,

as the court or the First-tier Tribunal may specify in the direction.

(1A) The matters referred to in subsection (1) above are—

(a) the nature of and reasons for the debt in relation to which decree is granted;

(b) any action taken by the creditor to assist the debtor in paying that debt;

(c) the debtor's financial position;

(d) the reasonableness of any proposal by the debtor to pay that debt; and

(e) the reasonableness of any refusal by the creditor of, or any objection by the creditor to, any proposal by the debtor to pay that debt.

(2) A direction under subsection (1) above shall be known as a “time to pay direction”.

21. In terms of the written time to pay application the respondent accepted liability for the amount sought and offered to repay the outstanding amount at the rate of £50 per fortnight. The respondent stated that she is currently self-employed on zero hours contracts with an income of £0-£400 per month. Her stated monthly outgoings were £2,000. The financial position as set out by the respondent would not enable her to maintain payments at the proposed rate. The time to pay application also stated that there were 2 existing arrestments in respect of outstanding council tax and utilities debts which totalled £15,000. The Tribunal had considerable sympathy for the respondent's personal circumstances as set out in the application and the reasons why the debt had

built up however the time to pay application disclosed that there was no reasonable prospect of the respondent maintaining payments towards the arrears in light of her current financial circumstances where her outgoings far exceeded her income. The respondent did not attend the cmd to provide further information on her financial circumstances which meant that the Tribunal proceeded on the basis of the written information she had provided.

- 22.** Taking into account the matters set out in section 1 of the Debtors (Scotland) Act 1987 the Tribunal did not consider it reasonable in the circumstances to grant a time to pay direction.

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.

Mary-Claire Kelly

Legal Member/Chair

Date: 4 June 2025