



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 26 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules') in relation to an application for civil proceedings in terms of Rule 111 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/24/5112

Re: Flat 6, 1 Nova Scotia Place, Edinburgh, EH12 9FU ('the Property')

Parties:

Places for People Scotland ("the Applicant")

Patten and Prentice LLP ('The Applicant's Representative')

Robert Brown ("the Respondent")

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")

Tribunal Members: Jacqui Taylor (Legal Member)

1. Background

1.1. The Applicant submitted an application to the Tribunal for civil proceedings in terms of Rule 111 of the Procedure Rules.

1.2 The application was dated 6th November 2024 and stated rent arrears totalling £8607.02 as at 1st November 2024. The Applicants seek an Order for payment by the Respondent in the sum of £8607.02 or such other sum as is due at the date of the hearing together with interest at 4% per annum plus expenses, if appropriate.

1.3 Documents lodged with the Tribunal were:-

- Private Residential Tenancy Agreement between the parties dated 12th February 2021. The commencement date of the tenancy was 15th February 2021. The rent was £650 per calendar month.
- A rent statement for the period 10th February 2021 to 30th November 2024 showing £8607.02 rent arrears.

2. By Notice of Acceptance by Ruth O'Hare, Convener of the Tribunal, dated 2nd December 2024 she intimated that she had decided to refer the application (which

application paperwork comprises documents received on 5th November 2024) to a Tribunal.

3. Amendment to the Application.

The Applicants' Representative sent the Tribunal an email dated 10th March 2025 advising that the Respondent had surrendered possession of the Property on 31st January 2025 and he sought to increase the sum sued for to £10,105.36 being the rental balance at the date the Respondent surrendered occupation. He had copied the email to the Respondent at his email address detailed in the tenancy agreement.

4. Direction.

The Tribunal issued a Direction dated 21st April 2025 which required the Applicant to produce the following documents:

- (i) An updated rent statement correct to 31st January 2025.
- (ii) Evidence of the deposit paid by the Respondent (if any) and whether or not it has been or will be repaid to the Landlord.
- (iii) Details of the Respondent's new address.
- (iv) Copies of the Rent Increase Notices.

5. Response to the Direction and Amendment to the Application.

The Applicants' Representative sent the Tribunal an email dated 6th May 2025. He referred to the updated rent statement that had been submitted to the Tribunal on 10th March 2025 and advised that the deposit of £750 has since been repaid to the Landlord and they are looking for a payment order in the sum of £9355.36. He provided a trace report and explained that the Respondent appears to reside at 44 Almond Green, Edinburgh.. He also provided copies of the 2022, 2023 and 2024 rent increase notices.

He had copied the email to the Respondent at his email address detailed in the tenancy agreement.

6. Written Representations

The Respondent did not provide any written representations.

7. The First Case Management Discussion

This case called for a conference call Case management Discussion (CMD) at 10.00 on 16th May 2025.

The Applicant's Solicitor, Mr Caldwell of Patten and Prentice, Solicitors attended the CMD.

The Respondent did not attend and was not represented.

The CMD had been advertised on the Chamber website from 31st March 2025 to 16th May 2025. The Respondent had been sent details by email on 31st March 2025.

The Tribunal were satisfied that the requirements of Tribunal Rule 29 had been complied with and continued with the CMD.

7.1 Oral Submissions on behalf of the Applicant .

Mr Caldwell advised the Tribunal that he was seeking a payment order in the sum of £9355.36 being the outstanding rent balance as at 31st January 2025. He also sought interest at the rate of 4 % per annum but acknowledged that there was no provision for interest in the lease. He was not seeking an award of expenses.

8. Decision.

8.1 The Tribunal made the following findings in fact:

8.1.1 The Respondent had been Tenant of the Property Flat 6, 1 Nova Scotia Place, Edinburgh, EH12 9FU in terms of the lease between the parties.

8.1.2 The start date of the Tenancy detailed in the lease was 15th February 2021.

8.1.3 Applicants are Landlords of the Property.

8.1.4. The lease was a Private Residential Tenancy in terms of the Private Housing Tenancies (Scotland) Act 2016 ('The 2016 Act').

8.1.5 The Respondent surrendered possession of the Property on 31st January 2025.

8.1.6. The rent detailed in the tenancy agreement was £650 per calendar month, payable in advance.

8.1.7 The rent had increased to £675.35 on 1st May 2022, £695.61 on 4th July 2023 and £749.17 on 5th July 2024.

8.1.8 The Rent arrears as at 31st January 2025 was £9355.36.

8.2 The Tribunal determined that the Respondent was due outstanding rent to the Applicants in the sum of £9355.36 and accordingly they issued an Order for Payment in this sum.

8.2 The Tribunal did not accept that interest was due. There was no provision for payment of interest in the tenancy agreement and there is no provision for judicial interest in terms of the Procedure Rules.

9. 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.

Jacqui Taylor

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..... Legal Member

19th May 2025