



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/24/5835

Re: Property at 9/10 Moncreith Terrace, Edinburgh, EH9 1NB (“the Property”)

Parties:

Mr Silas Leung, 32A/4 Warrender Park Terrace, Edinburgh, EH9 1ED (“the Applicant”)

Mr David Roberson Lennox, Ms Krisztina Beata Fodor, 9/10 Moncreith Terrace, Edinburgh, EH9 1NB; 13/6 Northfield Road, Edinburgh, EH8 7PW (“the Respondents”)

Tribunal Members:

Nicola Irvine (Legal Member) and Mary Lyden (Ordinary Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the First Respondent in favour of the Applicant in the sum of £11,999.91.

Background

1. The Applicant submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant sought an order for payment in the sum of £6,560 in respect of arrears said to have been incurred by the Respondents.
2. A Convenor of the Housing and Property Chamber (“HPC”) having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. Letters were issued on 16 April 2025 informing both parties that a CMD had been assigned for 3 June 2025 at 10am, which was to take place by conference

call. In that letter, the parties were also told that they were required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondents were invited to make written representations by 7 May 2025.

4. On 16 May 2025, the Tribunal received an email from the Applicant's representative, attaching an updated rent statement and advising that the Applicant sought to increase the sum sought to £11,999.91.
5. On the morning of 3 June 2025, the Tribunal received an email from the First Respondent advising that he had been hospitalised and would be unable to attend the CMD. He also advised that he was aware that he had to organised somewhere else to stay and payment to his landlord. He asked for a postponement of the CMD.

The case management discussion – 3 June 2025

6. The CMD took place by conference call. The Applicant joined the call and was represented by Miss Chloe Herd, solicitor. The Respondents did not join the call and the discussion proceeded in their absence. This case called alongside a related case which proceeds under chamber reference FTS/HPC/EV/24/5674. The Tribunal explained the purpose of the CMD. The Tribunal raised the preliminary issue relating to the First Respondent's request to postpone the CMD. The Applicant and his representative left the conference call so that Miss Herd could take instructions. When the Applicant and his representative rejoined the call, Miss Herd advised that the request to postpone the CMD was opposed. She explained that the Applicant had concern over the veracity of the information provided. When asking for more time to pay rent, the First Respondent had told the Applicant on several occasions that he was going to hospital. There was no medical evidence produced to support the request to postpone the CMD. The Tribunal advised the Applicant and his representative that they would hear from them in relation to the applications and would then consider all matters, including the preliminary issue.
7. The Applicant's representative explained that the Second Respondent vacated the Property in March 2024. The First Respondent is believed to live alone in the Property with no dependents. His current employment status is unknown. However, at the outset of the tenancy, he told the Applicant that he was employed by Virgin Money and he subsequently told him that he is not entitled to benefits because he was in employment. On several occasions, the First Respondent contacted the Applicant and advised that he needed to borrow back some of the rental payments he had made because he needed to pay for taxis to take him to hospital. The Applicant recorded this on the rent statement

under the heading “borrowing”. The rent arrears have increased significantly since the Notice to Leave was served and since the application was submitted. The rent arrears now stand at £11,999.91. The Applicant sought to increase the sum sought to £11,999.91 to reflect the up to date balance of arrears and sought an order for payment against the First Respondent only. The Second Respondent had vacated the Property in March 2024 and the Applicant did not wish to seek a payment order against her.

8. The Tribunal adjourned to consider the information provided. When the CMD reconvened, the Tribunal explained that the members refused the First Respondent’s request to postpone the CMD. The members granted the application to increase the sum sought and thereafter granted an order for payment against the First Respondent in the sum of £11,999.91.

Findings in Fact

9. The parties entered into a private residential tenancy which commenced 10 October 2023.
10. The contractual monthly rent is £990, payable in advance.
11. The Respondents owe rent arrears to the Applicant amounting to £11,999.91.

Reason for Decision

12. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the CMD. The Tribunal was not persuaded to postpone the CMD. The First Respondent received the Notice to Leave in September 2024. He was aware that he owes rent arrears. He received intimation of the application and supporting papers in April 2025. He made no contact with the Applicant or the Tribunal to set out his position about the applications. The email from the First Respondent was not accompanied by any medical evidence. The First Respondent indicated in his email that he was aware that he needs to pay his landlord. There was no indication in the email that the First Respondent wanted to oppose the application.
13. The Respondents are joint tenants. The obligation to pay rent is a joint and several one. The Applicant explained why he sought a payment order only against the First Respondent. It is his right to pursue only one of the Respondents. There was no material before the Tribunal to suggest that the accuracy of the rent statement was in dispute. The Tribunal therefore granted the application to amend the sum sought and thereafter granted an order for payment against the First Respondent only.

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

Legal Member/Chair

3 June 2025

Date