

Housing and Property Chamber
First-tier Tribunal for Scotland



**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/24/5410

Re: Property at 17 Rowan Grove, Inverness, IV2 7PG (“the Property”)

Parties:

**Mrs Elizabeth Allison, Mr Stephen Allison, Aldercroft House, Loaneckheim,
Kiltarlity, Beaully, IV4 7JQ (“the Applicants”)**

Mr Paul Knowles, Dailnis, Cultercullen, Ellon, AB41 6QQ (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicants in the sum of £1,417.50 with interest at the rate of 4% per annum from the date of this decision until payment.

Background

1. The Applicants submitted an application under Rule 111 of the Housing & Property Chamber Procedure Regulations 2017 (“the Rules”). The Applicant sought an order for payment in the sum of £2,317.50 in respect of arrears said to have been incurred by the Respondent.
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 29 March 2025 informing both parties that a CMD had been assigned for 19 June 2025 at 2pm, 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 Respondent was invited to make written representations by 19 April 2025. No representations were received.

The case management discussion – 19 June 2025

4. The CMD took place by conference call. The Applicants joined the call and represented themselves. The Respondent did not join the conference call and the discussion proceeded in his absence. The Tribunal explained the purpose of the CMD.
5. The Applicants explained that the Respondent left the Property on 30 October 2024 and the tenancy ended on that date. The Respondent told the Applicants that he would pay the balance of arrears. After the Respondent received intimation of these papers, he contacted the Applicants and asked whether his deposit had been recovered. The Applicants told him that it had been recovered and applied to the arrears of rent and that there was a balance due. The Respondent told them that he would pay that balance. To date, no payments have been made by the Respondent. The rent arrears due at the end of the tenancy amounted to £2,317.50. Since the application was submitted, the Applicants applied the deposit of £900 to the rent account. Accordingly, the sum now sought by the Applicants is £1,417.50. The Applicants also sought interest on the sum due at the rate of 4% per annum. They accepted that there was no contractual provision for interest. However, they moved the Tribunal to exercise its discretion in terms of Rule 41A. The sums due have been outstanding for many months with promises of payment which were not fulfilled.

Findings in Fact

6. The parties entered into a private residential tenancy which commenced 26 September 2022.
7. The contractual monthly rent at the outset of the tenancy was £725, payable in advance.
8. The Applicants served a rent increase notice on the Respondent on 26 August 2023. The contractual monthly rent increased to £746.75 on 29 November 2023.
9. The Respondent vacated the Property on 30 October 2024 and the tenancy terminated on that date. As at the date of termination, rent arrears in the sum of £2,317.50 were outstanding.

10. The Applicants recovered the Respondent's deposit of £900 and applied that to the rent arrears.
11. The Respondent is liable to pay the Applicants £1,417.50 in respect of rent arrears.

Reason for Decision

12. The Tribunal was satisfied that it could make relevant findings in fact in order to reach a decision following the CMD, and that to do so would not be contrary to the interests of the parties in this case. The Respondent had been given the opportunity to attend the CMD but had chosen not to do so. The Tribunal therefore considered it could accept the evidence and submissions on behalf of the Applicants, there being no contradictory evidence before it.
13. The Tribunal was satisfied that the Respondent had a contractual obligation to pay rent of £725 per month, which increased to £746.75 per month. The Respondent had failed to comply with his obligation in this regard, resulting in arrears of £2,317.50 at the end of the tenancy. The Respondent had not sought to dispute this. The Applicants had recovered the Respondent's deposit of £900 and applied that to the outstanding rent account.
14. The Tribunal was also satisfied that it should exercise its discretion under Rule 41A of the Rules to award interest at the rate of 4% per annum from the date of this decision until payment. The Tribunal considered that 4% was a reasonable rate in the particular circumstances of this case which is below the current Bank of England base rate. It noted that the Respondent had not sought to challenge this.
15. The Tribunal therefore determined to make an order for payment in the sum of £1,417.50 with interest at the rate of 4% per annum from the date of this decision until payment.

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.

N Irvine

Legal Member/Chair

19 June 2025
Date

