

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/24/5642

Property : 4 Merchant House, Castle Street, Inverness IV2 3DU (“Property”)

Parties:

Highland Housing Alliance, Fairways, Castle Heather, Inverness IV2 6AA (“Applicant”)

TC Young, Solicitors, 7 West George Street, Glasgow G2 1BA (“Applicant’s Representative”)

Wayne Mitchell, 4 Merchant House, Castle Street, Inverness IV2 3DU (“Respondent”)

Tribunal Members:

Joan Devine (Legal Member)

Ann Moore (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £9,816.40 should be made together with interest at the rate of 4% per annum.

The Applicant sought an order for payment of £4,409.60 in respect of rent arrears together with interest at the rate of 8%. The Applicant had lodged Form F. The documents produced were: a Private Tenancy Agreement which commenced on 23 February 2023; a statement of rent arrears and rent increase notices. The Application was served on the Respondent by sheriff officer on 3 April 2025. On 6 June 2025 the Applicant’s Representative lodged an updated statement of rent arrears along with copy letter intimating the increased sum to the Respondent dated 6 June 2025 and moved to amend the sum claimed to £9,816.40.

Case Management Discussion (“CMD”)

A CMD took place before the Tribunal on 26 June 2025 by teleconference. Kelly Campbell and Gail Matheson of the Applicant were in attendance. The Applicant was represented by Nicola Brechany of the Applicant’s Representative. The Respondent was also in attendance.

The Respondent told the Tribunal that he did not oppose the application. He said that he did not dispute the level of rent arrears shown in the statement lodged by the Applicant 's representative on 6 June 2024. The Respondent said that he lost his job due to health issues in March 2024. He said that he suffered from migraines and headaches but was now on medication which was assisting. He said he was out of work for a few months and then was employed on a zero hours contract but he was not getting any hours. He said the arrears built up because he lost his job. The Respondent told the Tribunal that he got another job in September 2024 which is a minimum of 30 hours although he is working, on average, 37 hours each week. He said he had been unable to pay anything towards the arrears as he had other bills to pay. The Tribunal asked the Respondent if he had sought advice about benefits to assist with housing costs. He said that he had but was not entitled to benefits.

Ms Brechany told the Tribunal that the Applicant sought an order for payment plus interest. She said the tenancy agreement did not contain a contractual entitlement to interest. She said the Applicant had made numerous attempts to communicate with the Respondent about the arrears and to put a payment plan in place without success. She noted that the Respondent had been in employment for some time but had paid nothing towards the arrears. She noted that the Respondent had made reference to paying other bills which indicated that paying the rent due was not a priority for the Respondent. Ms Brechany told the Tribunal that the Applicant is a non-profit organisation which provides mid-market properties. She said that the arrears due by the Respondent were the highest the Applicant had in their portfolio.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement which commenced on 23 February 2023.
2. In terms of the Tenancy agreement the rent was £716 per month.
3. The rent increased to £736.25 per month with effect from 1 August 2023.
4. The rent increased to £772.40 per month with effect from 1 August 2024.
5. The Respondent failed to pay the rent in full for the period 5 February 2024 to 1 June 2025. The unpaid amount was £9,816.40.

Reasons for the Decision

The Tribunal allowed the sum claimed to be amended to £9,816.40. Thereafter the Tribunal determined to make an Order for payment. In terms of the tenancy agreement rent was due at the rate of £716 per month. The rent was increased to £736.25 per

month with effect from 1 August 2023 and to £772.40 from 1 August 2024. The Respondent failed to pay the rent in full for the period 5 February 2024 to 1 June 2025. The unpaid amount was £9,816.40. The Respondent did not dispute the level of arrears. The Applicant sought interest at the rate of 8% per annum. The Tribunal considered that it was reasonable to award interest at 4%

Decision

The Tribunal grants an order for payment of £9,816.40 together with interest thereon at the rate of 4%

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.

J Devine

Joan Devine
Legal Member

Date : 26 June 2025