

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 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/0116

Re: Property at 70B Nelson Street, Aberdeen, AB24 5ES (“the Property”)

Parties:

Dr Rami Sawalha, Dr Ola Sawalha, 10 Hedgehog Crescent, Edinburgh, EH17 8XP (“the Applicant”)

Eileen Mungu, 70B Nelson Street, Aberdeen, AB24 5ES (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of Six hundred nine hundred pounds (£6900) Sterling

Background

- 1 This is an application for a payment order under Rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the 2016 Act. The Applicants sought an order in respect of unpaid rent, an unpaid tenancy deposit, and associated costs. The application was conjoined with an application for an eviction order under reference FTS/HPC/EV/25/0115 as the applications related to the same parties and same tenancy.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 17 July 2025. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers on 30 April 2025.

- 3 The Tribunal invited both parties to make written representations. On 29 April 2025 and 8 July 2025 the Applicants submitted written representations which were copied to the Respondent. No written representations were received from the Respondent.

The CMD

- 4 The CMD took place on 17 July 2025 at 2pm by teleconference. The Applicants and the Respondent all joined the call.
- 5 The Tribunal had the following documents before it:-
- (i) Form F application form;
 - (ii) Title sheet confirming the Applicants' ownership of the property;
 - (iii) Excerpt from the online landlord register confirming the Applicants' landlord registration;
 - (iv) Private residential tenancy agreement between the parties;
 - (v) Rent statements;
 - (vi) Bank statements;
 - (vii) Excerpt text messages between the Applicants and Respondent;
 - (viii) Copy letter from the Applicants to the Respondent's guarantor; and
 - (ix) The Applicants' written representations dated 29 April 2025 and 8 July 2025.
- 6 The Tribunal explained the purpose of the CMD and proceeded to hear submissions from the parties on the application. The following is a summary of the key elements of the submissions and does not constitute a verbatim account.
- 7 As a preliminary matter, the Tribunal noted that the Applicant had submitted a request to increase the sum claimed in their email of 8 July 2025. The Tribunal was satisfied that the request had been made timeously in accordance with Rule 14A of the Rules and therefore allowed the amendment.
- 8 The Applicants explained that they were seeking an order for payment in the sum of £7250. This consisted of rent arrears in the sum of £6300, tenancy deposit of £600, and debt collection costs of £350. The Respondent had moved into the property in September 2024. She had never paid any rent. She had also failed to pay the tenancy deposit. She had included her father as guarantor, but it transpired that he had not consented to this. She claimed her father had passed away, but the Applicants had since spoken with him directly regarding the situation. The Applicants outlined the attempts they had made to contact the Respondent regarding the rent arrears. The Respondent had given excuses as to why rent had not been paid, and had provided false proof of payment. She had since blocked the Applicants' number. The Applicants were forced to engage a debt collection agency to try and enforce payment of the rent. The Applicants confirmed that they were not seeking interest, nor any additional legal expenses.

- 9 The Respondent accepted that she was in the wrong. The situation could have been resolved if she had been honest from the start. She did not oppose the payment order. She did not dispute that she was liable to pay the sum sought by the Applicants. She intended on paying off the debt by the end of August 2025.
- 10 The Tribunal adjourned the CMD to deliberate, at which point the parties left the call, before resuming the discussion and confirming its decision.

Findings in fact

- 11 The Applicants are the landlords, and the Respondent is the tenant, of the property in terms of a private residential tenancy agreement which commenced on 12 September 2024.
- 12 In terms of Clause 8 of the tenancy agreement the Respondent undertook to pay rent at the rate of £600 per calendar month in advance.
- 13 The Respondent has failed to pay rent as agreed. As at the date of this decision rent arrears of £6,300 have accrued. No rent has been paid by the Respondent since the tenancy commenced.
- 14 The Respondent has failed to pay the tenancy deposit for the property in the sum of £600, which she is liable for in terms of Clause 11 of the tenancy agreement.
- 15 The Respondent accepts she is liable to pay the rent and deposit to the Applicants under the terms of the tenancy agreement between the parties.

Reasons for decision

- 16 The Tribunal took into account the application and supporting documentation, written representations, and the submissions from the parties at the CMD, and considered it could make relevant findings in fact in order to reach a decision on the application. The Respondent had not sought to challenge the substantive facts of the case presented by the Applicants and there were therefore no issues to be resolved that would require a hearing to be fixed.
- 17 Based on the application paperwork the Tribunal was satisfied that the Respondent was liable to pay the sum of £6900 to the Applicants under the terms of the tenancy agreement between the parties. The Respondent did not dispute this. However, with regard to the debt collection costs, as there appeared to be no provision in the tenancy agreement for the Applicants to recover these, the Tribunal refused to include these in the order for payment.
- 18 The Tribunal therefore made a payment order in the sum of £6900.
- 19 The decision of the Tribunal was unanimous.

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.

R. O'Hare

17 July 2025

Legal Member/Chair

Date