

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/25/0070

Re: Property at 28 Curlinghall, Largs, KA30 8LA (“the Property”)

Parties:

Ms Tonia Michelle Wong Kee, House 30 Phoenix Palm Villa, No 56 Lung Mei Village, Sai Kung, NT, Hong Kong (“the Applicant”)

Mr Gordon Anderson, 28 Curlinghall, Largs, KA30 8LA (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member) and Melanie Booth (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant:

Sum of EIGHT THOUSAND TWO HUNDRED AND EIGHTY-SEVEN POUNDS AND THIRTY PENCE (£8,287.30) STERLING

- **Background**
 1. An application was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to rent arrears accrued under a private residential tenancy agreement.
- **The Case Management Discussion**
 2. A Case Management Discussion (“CMD”) took place on 25 July 2025. The Applicant was represented by their letting agent, Andrea Bell of Acre Lettings. The Respondent appeared personally and represented himself.

3. A separate application by the Applicant seeking a repossession order against the Respondent under Rule 109 of the Rules and under case reference FTS/HPC/EV/25/0069 was heard at the same time.
4. The Applicant's representative moved for the order for payment to be granted in the sum of £8,287.30. The parties had entered into a Private Residential Tenancy Agreement. The Respondent had failed to make payment of rent and at the time of submitting the application had fallen into arrears amounting to £5,532.30. Since submitting the application the arrears had continued to increase to £8,287.30. An up to date rent statement had been lodged. The arrears had commenced in December 2023 and there had been a continuous arrear to date.
5. The Respondent admitted that the sum of £8,287.30 fell due to be paid. It was submitted that he had been self-employed for approximately one year, and had applied for Universal Credit of which he had received some payments, but that he was not currently entitled to it due to his self-employment. It was submitted that he had obtained contracts via his limited company under which he would earn "good money" but that he had a series of unfortunate circumstances which had led to him being unable to pay his rent. He had previously started a job as a Project Manager at a salary of £70k but the company went bankrupt after a month and he has so far been unable to claim any payment due to him via the Insolvency Service. It was submitted that he had around £2k in his bank account currently, but would only be prepared to pay anything to the landlord if he was permitted to continue to stay in the Property. It was submitted that he had recently obtained a contract as a Mechanical Supervisor, was working 12 hour shifts 7 days a week, and at a rate of £30 per hour. He could pay off the entire arrear, whilst maintaining ongoing rent, within the next 3 months. It was submitted by the Respondent that he suffers from anxiety and depression, and that he had suffered from starvation due to his lack of funds.

- Findings in Fact

6. The Tribunal made the following findings in fact:

- (i) The parties entered into a Private Residential Tenancy Agreement ("the Agreement") which commenced 8 September 2023;
- (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £745, and thereafter £785 following a rent increase, to the Applicant;
- (iii) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £8,287.30.
- (iv) The rent arrears were not in dispute between the parties.

- Reasons for Decision

7. The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent was obliged to make payment of rent in the sum of £785 per month under Clause 8 of the Agreement and had failed to do so. He had accrued arrears amounting to £8,287.30 and which fell lawfully due to be repaid

to the Applicant. The Respondent admitted that the arrears fell due. The Tribunal considered that the proposals being made at the CMD were vague, unspecific and with no evidence before the Tribunal of the Respondent's current financial or employment position. No application for a Time to Pay Order had been submitted prior to the CMD. The Tribunal was satisfied that the Order should be granted, with the level of arrears not being in dispute.

- Decision

8. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment of the undernoted sum to the Applicant:

Sum of EIGHT THOUSAND TWO HUNDRED AND EIGHTY-SEVEN POUNDS AND THIRTY PENCE (£8,287.30) STERLING

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.

Fiona Watson

Legal Member/Chair

Date: 25 July 2025