

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/24/4478

Re: Property at 11 Leith Place, Denny, FK6 5NN (“the Property”)

Parties:

Christina Wallace Lafferty Higgins, 6 Mochray Court, Dennyloanhead, Bonnybridge, FK4 1FE (“the Applicant”)

Jordan Taylor Crawford, Kelsey Stevenson, Flat 2, 9 Crookston Court, Larbert, FK5 4XE (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £1798.11 (ONE THOUSAND SEVEN HUNDRED AND NINETY EIGHT POUNDS AND ELEVEN PENCE).

Summary of Discussion

1. An application was received by the Housing and Property Chamber it was dated 25th September 2024. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments.
2. On 25th February 2025, all parties were written to with the date for the Case Management Discussion (“CMD”) of 24th April 2025 at 2pm by teleconferencing.

The letter also requested all written representations be submitted by 15th March 2025.

3. On 25th February 2025, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondents. This was evidenced by Certificate of Citation dated 25th February 2025.
4. On 9th April 2025, the Applicant's solicitor emailed the Housing and Property Chamber with the most recent rent statement. This was for the period 23rd October 2023 to 28th February 2025. It detailed the arrears as £1874.11. It showed a return of the deposit to the Applicant.
5. On 11th April 2025, the Applicants emailed the Housing and Property Chamber stating that they have entered to a payment agreement to pay the arrears. It was stated that the CMD was now not necessary and that they would not be attending.

The Case Management Discussion

6. A CMD was held by teleconferencing on 24th April 2025 at 2pm by teleconferencing. The Applicant was not present but was represented by Mr Jackson Deane, Trainee Solicitor, Bannatyne Kirkwood France & Co. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules.
7. Mr Deane said that at the time the email was sent to the Housing and Property Chamber by the Respondents there was not a formal payment offer in place. There is now one in place with payments of £76 being made on the 21st May 2025 and thereafter on the 21st day of each month. This was attached with the Respondents email. It was an offer of a payment plan but it had not been finalised at that point. Mr Deane said that the Applicant would not enforce an order while payment was being made.
8. The Tribunal considered that the Respondents had admitted the debt. However, by not attending the CMD they would not be aware that there was an option to consider and apply for a Time To Pay direction. A discussion followed regarding a Time To Pay Direction ("TTPD"). It was explained that this would allow the Respondents to pay up the outstanding arrears in the agreed amount. The Tribunal noted that the Respondents will need to be active in applying for the TTPD if they wish the order to be made in terms of a TTPD namely that it is in instalments. The Respondents will need to contact the Housing and Property Chamber to request that a TTPD be sent to them as soon as possible. If they are looking to seek money advice to help complete the TTPD then this appointment will need to be made and attended in advance of the next CMD so that the Applicant can consider the contents of the TTPD. Once the TTPD has been completed it will need to be lodged with the Housing and Property Chamber. The Applicant and Tribunal will then be sent a copy of it. If the Applicant agrees to the amount offered then the case will be dealt with administratively and will not proceed to the CMD. If the amount offered is not

accepted by the Applicant then the case will proceed to the CMD. The Tribunal noted that a TTPD allows for the outstanding amount to be paid in instalments. Should those instalments stop before the debt is repaid then the Applicant is entitled to a full order for the remaining amount. The Tribunal also noted that should the Respondent decide not to proceed with a TTPD it will be most likely that at the next CMD the Tribunal will grant the full order as the debt appears to have been admitted unless the Respondents submit otherwise. Mr Deane was not in a position to oppose this continuation on this ground. The Tribunal considered that it was in the interests of justice to do so given the contents of the Respondents email submitted on 11th April 2025 to the Housing and Property Chamber.

9. The Tribunal considered that should the Respondents wish to proceed with a TTPD they should submit this by 1st June 2025. If they were to submit it after this point then they will need to explain to the Tribunal as to why it is being lodged after this date.
10. The Respondents should also advise if they wish to be contacted by the Housing and Property Chamber by email going forward. Both Respondents will need to email the Housing and Property Chamber stating that they are content to be contacted by email.
11. The application was adjourned to a further CMD to allow for a TTPD to be considered by the Respondents and then lodged by 1st June 2025 if they wished to proceed with a TTPD.

The continued CMD

12. A CMD was held by teleconferencing on 24th April 2025 at 2pm by teleconferencing. The Applicant was not present but was represented by Ms Alexandra Wooley, Solicitor, Bannatyne Kirkwood France & Co. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules.
13. The Tribunal noted that there has been no TTPD lodged. Ms Wooley said that there was a tentative payment agreement entered into by parties around the time of the last CMD. This was to pay £76 per month. One payment of £76 was paid on 21st May 2025. There have been no payments since and no communication from the Respondents. The outstanding balance is £1798.11.
14. The application said that interest was being sought but did not state the amount of interest. Ms Wooley asked the Tribunal to use its discretion. The Tribunal said that the amount of interest should have been stated prior to the CMD to give the Respondent fair notice of what amount could be granted as the PRT is silent on interest. The Tribunal refused to grant interest for this reason but was satisfied that £1798.11 was due to the Applicant and granted an order accordingly.

Finds of fact and reasons for the decision

15. A Private Rented Tenancy Agreement commenced 9th November 2023. The tenancy ended on or around 17th October 2024.
16. The Respondents persistently failed to pay their rent charge of £825 per month. The rent payments are due to be paid on the ninth day of each month.
17. A tentative payment agreement was entered into by parties for the Respondents to pay £76 per month. Only one payment was made to this agreement on 21st May 2025. The Respondents have not communicated with the Applicant with regards to this point.
18. The arrears sought total £1798.11.

Decision

19. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £1798.11.

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.

G Miller

13th October 2025

Legal Member/Chair

Date