

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/25/0680

Re: Property at 10 Newton Park, Innellan, Dunoon, PA23 7ST (“the Property”)

Parties:

Mr Kerry John Phillips, 19 Charles Street, Griffithstown, NP4 5HQ (“the Applicant”)

Ms Angela Docherty, 10 Newton Park, Innellan, Dunoon, PA23 7ST (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member) and Elizabeth Williams (Ordinary 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 Applicant in the sum of £10,400 with interest at the rate of 4% per annum from the date of this decision until payment.

Background

1. The Applicant 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 £6,000 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 26 August 2025 informing both parties that a CMD had been assigned for 13 October 2025 at 10am, 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 16 September 2025. No representations were received.

4. On 22 September 2025, the Tribunal received an email from the Applicant's representative, attaching an up to date rent statement. A copy of that email had been sent to the Respondent.

The case management discussion – 13 October 2025

5. 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.
6. The Applicant's representative explained that the Respondent surrendered the keys to the Property. When she left the Property, she made no proposals to pay the rent arrears. The rent statement submitted on 22 September 2025 remains accurate and there have been no further payments made to the rent account. The rent arrears due at the end of the tenancy amounted to £10,400. The Applicant also sought interest on the sum due at the rate of 4% per annum. It was accepted that there was no contractual provision for interest. However, the Applicant's representative moved the Tribunal to exercise its discretion in terms of Rule 41A. The sums due have been outstanding for many months with no indication that payment will be made.

Findings in Fact

7. The Applicant is the heritable proprietor of the let Property at 10 Barnet Crescent, Kirkcaldy, KY1 1QT.
8. The parties entered into a private residential tenancy which commenced 1 May 2022.
9. The contractual monthly rent was £600, payable in advance.
10. The Respondent accrued rent arrears in the sum of £10,400.
11. The Respondent is liable to pay the Applicant £10,400 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 Applicant, there being no contradictory evidence before it.
13. The Tribunal was satisfied that the Respondent had a contractual obligation to pay rent of £600 per month. The Respondent had failed to comply with her obligation in this regard, resulting in arrears of £10,400 at the end of the tenancy. The Respondent had not sought to dispute this.
14. The Tribunal was asked to award interest at the rate of 4% per annum. There was no contractual obligation to pay interest. However, the Tribunal noted that there was a contractual term to the effect that the Respondent would pay £5 per day in relation to any rent which was late. The Respondent therefore had notice that there would be a penalty applied for rent which was late. The Tribunal was 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 equivalent to 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 £10,400 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.

Nicola Irvine

Legal Member/Chair

Date: 13th of October 2025