

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/25/4381

Re: Property at 115 Stonylee Road, Cumbernauld, G67 2LR (“the Property”)

Parties:

Mr Neagle Cathcart, 2A Westmount Park, Newtownards CO Down, BT23 4BP (“the Applicant”)

Oluseun Olukoya, Ms Yemibo Paula Chinakwe-oladejo, 115 Stonylee Road, Cumbernauld, G67 2LR; 50 St. Margaret Crescent, Gravesend, Kent, DA12 4EH (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it would grant a payment order for Sum of TWO THOUSAND SEVEN HUNDRED POUNDS (£2,700.00) STERLING; together with a time to pay direction under Section 1(1) of the Debtors (Scotland) Act 1987, in the following terms: The respondent is required to pay the sum of £225 per calendar month until the full amount has been paid. The first payment must be made no later than 1 month after intimation of this Order.

Background

1. An application was made under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment and an order for recovery of possession under a private residential tenancy by the Applicant against the Respondent for the Property.

2. The applications contained: -
 - a. the tenancy agreement,
 - b. rent statement
3. The respondent submitted a time to pay application.
4. A case management discussion took place on 19 March 2026. In attendance was the applicant's agent, Mr McAuley and the first respondent Oluseun Olukoya. Ms Yemibo Paula Chinakwe-oladejodid not attend. There was evidence of service on both respondents; the tribunal proceeded in the absence of the second respondent.

Discussion

5. The agent advised that he sought an order for payment. The current arrears were £2700. They had gone up since the application was made, the respondent had, however, made further payments to the rent and arrears, and they were back to £2700. The agent had spoken to the applicant, and the applicant was willing to accept a time to pay order. The applicant was not sure that the respondent was offering £1350 to the arrears or, if that was to be the rent too. The agent advised that the applicant was keen to be reasonable and sort out a fair repayment arrangement.
6. The respondent advised that he was not disputing the level of arrears. He explained that he was not always paid the same amount of wages per month. He wanted to agree a time to pay order. The tribunal asked how he proposed to pay the sum offered, given that his schedule of income and outgoings did not leave anything for the arrears. He advised that he also sells cars, and he is hopeful that he can make the payment for the arrears, too. He agreed that it would be easier for him to maintain them if the repayment amount were less than he had offered. Repayment of the arrears over a 12-month period was discussed. Both parties agreed that it would be acceptable to repay over that period, and it was agreed that the respondent would pay £225 per month to the arrears. He could also make an additional payment if he had the funds.

Findings in Fact

7. The Tribunal found the following facts established: -

8. There existed a private residential tenancy.
9. The tenant was Oluseun Olukoya.
10. The guarantor was Ms Yemibo Paula Chinakwe-oladejo
11. The landlord was Mr Neagle Cathcart.
12. The property was 115 Stonylee Road, Cumbernauld,.
13. It had commenced on 1 September 2022.
14. The tenancy stated that rent was £675 a calendar month payable in advance.
15. The rent arrears as at 19 May 2026 were £2,700.
16. The parties were in agreement that the respondent could repay the arrears under a time to pay order of £225.00 per calendar month.
17. Reasons for Decision
18. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies. Liability for failure to pay contractual rent is such a matter arising out of that contract.
19. The applicant's agent confirmed that they sought an order for payment but would agree to a time to pay order. They had provided a copy of the tenancy agreement and an up-to-date rent statement. The arrears as at 19 May 2026 were £2,700. The respondent confirmed that he was not disputing that the arrears of £2,700 were outstanding. The respondent had submitted a time to pay order. The parties discussed what would be a realistic payment order and agreed that £225 per month was more realistic for the respondent to manage.
20. The tribunal was prepared to make an order for payment with a time to pay order.

Decision

21. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it would grant a payment order for Sum of TWO THOUSAND SEVEN HUNDRED POUNDS (£2,700.00) STERLING; together with a time to pay direction under Section 1(1) of the Debtors (Scotland) Act 1987, in the following terms: The respondent is required to pay the sum of £225 per calendar month until the full amount has been paid. The first payment must be made no later than 1 month after intimation of this Order.

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.

Melanie Barbour

19 May 2026

Legal Member/Chair

Date