



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/18/0492

**Re: Property at 22 Corby Craig Walk, Bilston, Edinburgh, EH25 9TJ (“the
Property”)**

Parties:

**Lowther Homes Limited, 25 Cochrane Street, Glasgow, G1 1HL (“the
Applicant”)**

**Ms Tammy Mackinnon, 22 Corby Craig Walk, Bilston, Edinburgh, EH25 9TJ
 (“the Respondent”)**

Tribunal Members:

Jan Todd (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”) determined that**

- **Background**

This was a hearing to consider the Applicants application for an order for payment of the sum of £4,515.5 in terms of Rule 70 of the First Tier Tribunal for Scotland (Housing and Property) Chamber (Rules of Procedure) Amendment Regulations (the Rules).

- **The Hearing**

At the Hearing the Applicant was represented by Mr Mathieson of T C Young Solicitors. The Respondent did not appear and was not represented. The Tribunal noted the Respondent had been served a copy of the application and accompanying documents personally by sheriff officer on 17th April and so was

made aware of the hearing and the fact the Tribunal may make an order in her absence if satisfied the grounds were met. The Tribunal went on to hear from the Representative and asked some preliminary questions to clarify that the Applicant still leased the Property, amongst others, from the owner of the Property; to clarify the amount outstanding at today's date and to clarify when the joint tenant left the Property. Mr Mathieson after a break in the hearing was able to produce written evidence of the outstanding rent due, to support his verbal admissions and clarify the manual adjustment mentioned in the original rent statement. After hearing from Mr Mathieson and considering the written evidence of rent arrears the Tribunal granted the order for payment.

Findings in Fact

- The Applicant and the Tenant along with a joint Tenant Mr Josh Jenkins, entered into a short assured tenancy of the Property by a written agreement dated 18th November 2016.
- The rent due in terms of clause 4.1 of the lease was £591.50.
- The joint tenant gave notice to terminate the tenancy and left the property on 14th April 2017. The tenancy continued in the same terms with the Tenant as the sole tenant and is now a statutory assured tenancy.
- The rent was paid up to date as at 3rd April 2017.
- After that date the Respondent fell into arrears.
- At the date of the application on 26th February 2018 the sum of £4,515.50 was due and outstanding. The Tenant purported to make a payment of £791.50 on 12th February but this payment did not clear and was not credited to the Applicant's bank account.
- At the date of the hearing the sum outstanding is £6288.50.
- The Sum claimed is the sum of £4,515.50.
- The Applicant had originally requested interest of 8% on the sum due but acknowledged this was not appropriate and agreed the interest that could be claimed was as per the tenancy agreement namely 2% over the Royal Bank of Scotland base rate from time to time in terms of clause 4.3 of the tenancy agreement.

Reasons for Decision

The Tribunal was satisfied that the tenancy had continued in the same terms after Mr Jenkins left. That the Respondent was aware of her liability to pay the rent, that the arrears of rent at the date of the application were £4515.50, that rent was lawfully due, and that the Applicant is entitled to contractual interest at the rate of 2.5% in terms of clause 4.3 of the tenancy.

The Tribunal considered that the Respondent had notice of the claim for payment and a sum of 8% interest. Given that the appropriate rate of interest in terms of the tenancy agreement is 2% above base rate and this is lower than the sum claimed the Tribunal felt it was reasonable to adjust this in the absence of the Respondent.

Decision

The tribunal granted an order for payment of the sum of £4515.50 being the rent arrears due and owing at the date of the application together with interest at the rate of 2.5 % being the contractual rate provided for in the tenancy agreement.

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.

Jan Todd

Legal Member/Chair

11th May 2018

Date