



**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/19/1562**

**Re: Property at 11 Duncan Road, Helensburgh, G84 9DH (“the Property”)**

**Parties:**

**Mr Eric Robinson, Mrs P Robinson, ST Andrews, 62A Ord Road, Paget,  
Bermuda, Bermuda (“the Applicants”)**

**Miss Victoria Claire Cook, Mr Richard Salisbury, 11 Duncan Road,  
Helensburgh, G84 9DH (“the Respondents”)**

**Tribunal Member:**

**Maurice O'Carroll (Legal Member)**

**Decision (in the absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Applicants should be granted a Payment Order  
in the sum of Six Thousand Pounds (£6,000) Sterling with interest thereon at  
the contractual rate.**

**Background**

1. A Case Management Discussion was held on 26 July 2019 in the Glasgow Tribunal Centre, 20 York Street, Glasgow at 11.30am. The Applicants were both represented by Julie Ross of Messrs Raeburn Hope solicitors. There was no appearance for either of the Respondents.
2. The Chairman had copies of executions of service served by Sheriff Officers on both Respondents both carried out on 25 June 2019. No communication had been received by the Tribunal from either Respondent stating that they would not appear or providing any reasons for their non-appearance. In the circumstances, the Tribunal decided to proceed in their absence.

## **Discussion at the CMD**

3. Miss Ross addressed the Tribunal to confirm the details of the application which are reflected in the findings in fact below. There was no update on the amount of outstanding rent since the original date of the application on 21 May 2019. Further clarification of the sums outstanding had been provided by letter to the Tribunal dated 5 June 2019.
4. Miss Ross confirmed that no rent had been paid by the Respondents since 18 October 2018.

## **Findings in fact**

5. The parties entered in to a rental agreement which was a Short Assured Tenancy under the 2006 Act.
6. The Date of Entry and the date of signature of the lease was 2 June 2006.
7. The initial term of the lease was for 6 months which had continued by operation of tacit relocation.
8. The rent due in terms of the rent agreement between the parties was £750 per calendar month.
9. Clause Third of the lease allows for a contractual rate of interest of 4% per cent per annum above the base lending rate set by the Royal Bank of Scotland from time to time to be applied to any unpaid rent after a period of 21 days from its due date.

## **Outcome**

10. The Chairman of the Tribunal was satisfied of the following:
  - The Respondents had been advised of the CMD and the possibility that any decision which could be taken at a full hearing could also be made at the CMD
  - The amount now sought by way of rent arrears has been substantiated and is now properly due
  - There is a valid interest clause in the lease between the parties which the Tribunal should give effect to
11. Therefore the Tribunal grants the Order in the amount sought by the Applicants, with interest thereon at the contractual rate.

## **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.

Maurice O'Carroll

Legal Member/Chair

26 July 2019

Date