



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 14 of the

Chamber Ref: FTS/HPC/CV/21/3229

Re: Property at 5 Bells Mills - Flat 10, West end, Edinburgh, EH4 3DG (“the Property”)

Parties:

Dragon Orient Limited, 13 The Stables, Pottersheath Road, Welwyn, Hertfordshire, AL6 9GR (“the Applicant”)

Ms Lee-Ann Falconer, Unknown (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that:-

At the Case Management Discussion (“CMD”) on 25 April 2022 which took place by telephone conference the Applicant was represented by Adam Gardiner of Lindsays, Solicitors, Edinburgh. The Respondent was present.

Background

The Applicant leased the Property to the Respondent in terms of a Private Residential Tenancy Agreement (“the Tenancy Agreement”) signed on 21 June 2019.

The Tenancy Agreement commenced on 28 June 2019 and the rent payable in terms thereof was £2050 per calendar month payable monthly in advance on the 1st day of each month.

In terms of the application, the Applicant sought an order for payment by the Respondent of rent arrears of £14,450 together with interest thereon at 5% per annum from the date of the decision of the Tribunal.

The Respondent vacated the Property on 4 January 2022.

The CMD

Prior to the CMD the Tribunal received the following written representations from the parties:-

From the Applicant:-

- Email dated 15 April 2022; and
- Email dated 25 April 2022.

From the Respondent:-

- Email dated 28 March 2022;
- Email dated 31 March 2022; and
- Email dated 22 April 2022.

At the CMD the Applicant's representative made the following representations:-

- i. That the application was erroneously submitted in the name "Dragon Orient Limited". The Applicant's correct name is "Orient Dragon Limited". Mr Gardiner asked that the application be amended to this effect.
- ii. That the Applicant is seeking an order for payment by the Respondent of £14,450. Whilst a dialogue had taken place between the Applicant's Letting Agent and the Respondent relative to payment proposals, no agreement was reached and no commitment was given to withdrawing the application to the Tribunal in exchange for any agreement.
- iii. That the deposit previously paid by the Respondent at the outset of the Tenancy Agreement had been paid to the Applicant's Letting Agent by Safe Deposit Scotland relative to the Applicant's claims for cleaning, decoration and legal costs following the Respondent moving out the Property.
- iv. That the Tenancy Agreement provides for interest to be payable on overdue rent at 8% per annum from the date of rent falling due for payment until paid. The Applicant seeks an order for payment of interest at 5% from the date of the Tribunal's decision.

At the CMD the Respondent made the following representations:-

- i. That the rent arrears of £14,450 are due.
- ii. That the Respondent tried to come to an arrangement with regard to payment of rent whilst living in the Property but was unable to do so. If agreement had been reached the arrears would be less.
- iii. That she accepted interest on outstanding rent to be contractually payable in terms of the Tenancy Agreement.
- iv. That she has secured full time employment in the financial services sector. She secured that employment only after stringent background checks were carried out including credit checks.
- v. That if an earnings arrestment is placed on her wages she will lose her job.
- vi. That she receives her first salary payment on 29 April and is paid on the last Friday of every month going forwards.

- vii. That she can repay the debt by monthly instalments of £1000 and can make the first payment from her salary due to be received on 29 April 2022. She sought time to pay the debt by instalments of £1000 per month.

In the course of the dialogue at the CMD Mr Gardiner for the Applicant accepted that the debt could not be cleared in a lump sum and accepted for the Applicant the Respondent's proposal to pay the arrears at £1000 per month subject to an order being granted incorporating a time to pay direction in those terms. The Respondent was also happy with and consented to this approach.

Reasons for Decision

After discussion the parties consented to the Tribunal granting an order in favour of the Applicant for payment by the Respondent of the rent arrears of £14,450 with interest on that amount at 5% per annum from the date of the decision, 25 April 2022, until payment and with a time to pay direction being made in a sum of £1000 per month.

The Respondent agreed to make a payment of £1000 towards the arrears from her salary due to be paid on 29 April 2022. Mr Gardiner agreed to contact the Respondent after the CMD to confirm where and how payment should be made so there could be no doubt as to the position.

Payments of £1000 are due thereafter on or before the last day of each month from 31 May 2022 onwards.

The Tribunal strongly encouraged the Respondent to adhere to the payment arrangement reached so that no further action would be required and her employment would not be affected. She agreed to do so.

Decision

The Tribunal amended the Applicant's name to "Orient Dragon Limited".

Thereafter the Tribunal granted an order in favour of the Applicant for payment by the Respondent of rent arrears of £14,450 with interest on that amount at 5% per annum from the date of this decision, 25 April 2022, until payment and with a time to pay direction being made in a sum of £1000 per month.

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. Buchanan

Legal Member/Chair

25 April 2022
Date