



**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/19/0188**

**Re: Property at 28 Solway Road, Bishopbriggs, G64 1QL (“the Property”)**

**Parties:**

**PAV Properties Ltd, 14 Sella Road, Bishopbriggs, Glasgow, G64 1UZ (“the Applicant”)**

**Ms Baljinder Kaur, 7 Edzell Gardens, Bishopbriggs, G64 1AA (“the Respondent”)**

**Tribunal Members:**

**Graham Harding (Legal Member), Ann Moore (Ordinary Member) and Elizabeth Dickson (Ordinary Member [Reviewer])**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant was entitled to an order for payment by the Respondent in the sum of £2250.00 payable at the rate of £100.00 per calendar month.**

**Background**

1. By application dated 9 January 2019 the Applicant applied to the Tribunal for an order for payment by the Respondent in respect of alleged rent arrears and damages arising from the Respondent’s lease of the property under a Short Assured Tenancy Agreement.
2. The applicant provided the Tribunal with copies of correspondence, bank statements, invoices, Notice to Quit and Form AT6.
3. By Notice of Acceptance dated 21 February 2019 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion was assigned.

4. Both parties lodged written submissions in advance of the Case Management discussion which was held at Glasgow Tribunals Centre 20 York Street, Glasgow on 2 April 2019.
5. After hearing submissions from the parties representatives the Tribunal considered that everything was disputed by the parties and assigned a hearing to take place on 10 May 2019.
6. Prior to the hearing both parties lodged further documents with the Tribunal.

#### The Hearing

7. The hearing took place on 10 May 2019 at Glasgow Tribunals Centre, 20 York Street, Glasgow. Ms Parmjit Kaur of the Applicant company was present represented by Mr Manjit Chall. The Respondent was present and represented by Mr Paul Fairbridge of Pollock, Fairbridge, Schiavone, Solicitors, Glasgow. A Punjabi interpreter was provided to the parties.
8. Evidence was led by Mr Chall from Ms Parmjit Kaur. She spoke to rent arrears having accrued over a long period of time, damage to the property that she believed went beyond wear and tear and the circumstances leading to instructing solicitors to serve a Notice to Quit.
9. Ms Kaur was cross-examined by Mr Fairbridge who sought to ascertain the payments made by the Respondent by way of rent and when these were made and to suggest that any damage to the property was the result of fair wear and tear. This was not accepted by Ms Kaur. Mr Fairbridge also attempted to obtain an admission from Ms Kaur that the Respondent had informed the Applicant that she was withholding half the rent in September 2107 and would withhold further rent until the applicant dealt with water leaks into the property. Again no admission was made by Ms Kaur.
10. After some discussion on the level of arrears and the impact of prescription on any alleged arrears occurring before January 2014 it was accepted by the Applicant that the amount of arrears being claimed would be £2250.00.
11. The tribunal queried whether the applicant was still prepared to accept payment of the rent arrears and forego payment of the other heads of claim as stated in the application if payment was made in two months. Ms Kaur for the Applicant confirmed that she would agree to this.
12. The Tribunal invited Mr Fairbridge to take instructions from his client on this proposal and there was a short adjournment.
13. Following the adjournment Mr Fairbridge explained he had taken his client's instructions and wished to make a without prejudice offer of settlement. The Applicant and her representative agreed to hear the offer on a without prejudice basis. The Tribunal agreed to this.

14. The Respondent offered to pay the Applicant the sum of £2250.00 at the rate of £100.00 per month under a time to pay direction in terms of the Debtors (Scotland) Act 1987 as she was currently unemployed. This would be on the understanding that the arrangement would be reviewed between the parties after a period of six months and the monthly amount could then be increased to £150.00 if the Respondent was in a position to do so.
15. The Tribunal explained to both parties that if a time to pay direction was made then it would be for payment of £2250.00 at the rate of £100.00 per month and that any increased payment would have to be a matter of agreement between the parties. It would not form part of the order.
16. After some discussion with her representative, Ms Parmjit Kaur accepted the Respondent's offer and accordingly the Tribunal found the Applicant entitled to an order for payment by the Respondent in the sum of £2250.00 payable at the rate of £100.00 per calendar month in terms of a Time to Pay direction under the Debtors (Scotland) Act 1987.

#### Findings in Fact

17. The Respondent was the tenant of the property at 28 Solway Road, Bishopbriggs from 26 April 2012 until about December 2017.
18. At the end of the tenancy there was unpaid rent amounting to £2250.00.
19. The Applicant agreed to forego all other claims against the Respondent in return for payment by the Respondent of the unpaid rent of £2250.00.

#### Reasons for Decision

20. As the parties reached an agreement during the course of the hearing it has not been necessary to set out more than an outline of the evidence heard.
21. It was accepted by the Applicant and Mr Chall that any alleged rent arrears that might have accrued before January 2014 would have as a matter of law prescribed and therefore could not be claimed in these proceedings. The Tribunal was therefore prepared to accept that the amount of rent unpaid as at the date of the end of the tenancy was £2250.00. This was also the amount that the Respondent had claimed had been withheld pending the Applicant dealing with water leaks to the property.
22. As the parties then reached an agreement between themselves it was not necessary for the Tribunal to hear any further evidence or to consider the merits of the parties' cases with regards to the other heads of claim. It was noted by the Tribunal that the Applicant was accepting the payment of £2250.00 in full settlement of her claim and was foregoing all the other heads of claim contained in the application.

23. The Tribunal noted that the Respondent was currently unemployed and had apparently used the withheld rent monies to secure other rented accommodation for herself and was only in a position to make an offer to pay the outstanding rent due at the rate of £100.00 per month. As it would take the Respondent less than two years to clear the debt owed to the Applicant and there was a possibility that the Respondent might informally agree to increase the monthly payments in the future the Tribunal was of the view that the offer was reasonable and in any event the offer was acceptable to the Applicant.

#### Decision

24. The Tribunal finds the Applicant entitled to an order for payment by the Respondent to the Applicant in the sum of £2250.00 payable at the rate of £100.00 per calendar month in terms of a Time to Pay Direction under the Debtors (Scotland) Act 1987

#### 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.

Mr Graham Harding

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Legal Member/Chair

10 May 2019  
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Date