



**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/20/0129**

**Re: Property at 26 Queen Street, Coupar Angus, PH13 9DE (“the Property”)**

**Parties:**

**Mrs Mary Ford, 11 Wallace Street, Ardler, PH12 8SS (“the Applicant”)**

**Miss Kerry Crerar, Mr William McPhee, 26 Queen Street, Coupar Angus, PH13  
9DE (“the Respondents”)**

**Tribunal Members:**

**Shirley Evans (Legal Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are in breach of the tenancy agreement with the Applicant and have failed to pay rent. The Tribunal accordingly has decided to make an order for payment of ONE THOUSAND POUNDS (£1000) STERLING. **The Order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right to appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.**

**Background**

1. By application dated 14 January 2020 the Applicant's agent applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for an order for payment of rent arrears under a Private Residential Tenancy at the Property.
2. On 20 January 2020 the Tribunal accepted the application under Rule 9 of the First –tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“The Regulations”).

3. On 30 January 2020 the Tribunal enclosed a copy of the application and invited the Respondents to make written representations to the application by 20 February 2020. The Tribunal advised parties on 30 January 2020 that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed by conference call on 5 March 2020. This paperwork was served on the Respondents by Steven Morrison, Sheriff Officer, Glasgow on 4 February 2020 and certificates of execution of service were received by the Tribunal.
4. Neither Respondent lodged written representations by 20 February 2020.

### **Case Management Discussion**

5. The Tribunal proceeded with the CMD by conference call on 5 March 2020. The Applicant's agent, Ms McIntosh from Belvoir Properties (formerly Perthshire Property Services) joined the conference call to represent the Applicant. Neither Respondent joined the conference call. Neither Respondent was represented by any other party.
6. The Tribunal had before it a Private Residential Tenancy Agreement between the Applicant and the Respondents signed and dated 6 September 2019 and a rent statement to 14 January 2020.
7. The Tribunal noted that in terms of Clause 8 of the tenancy agreement the Respondents had agreed to pay rent of £500 per month on the 5<sup>th</sup> day of each month. Ms McIntosh explained that since the application had been lodged arrears had increased to £2000. In terms of the rent statement lodged arrears were £1000 and showed that payments due on 5 December 2019 and 5 January 2020 were unpaid. She explained that the rent due on 5 February 2020 and now on 5 March 2020 had also not been paid.
8. The Tribunal explained that in fairness to the Respondents they had had notice that the application would proceed on the basis that the Applicant was at this stage seeking £1000 and that if the Applicant was asking the Tribunal for a payment order for £2000 the Tribunal would not be inclined to do so. Ms McIntosh in the circumstances moved the Tribunal to grant an order for payment of £1000.

### **Findings In Fact**

9. The Applicant and the Respondents entered into a Private Residential Tenancy Agreement signed and dated 6 September 2019 in relation to the Property. In terms of Clause 8 of the tenancy agreement the Respondents had agreed to pay rent of £500 per month on the 5<sup>th</sup> day of each month.
10. The Respondents have fallen into arrears of rent. The arrears as of the date of Application on 14 January 2020 were £1000, the payments due on 5 December 2019 and 5 January 2020 not having been paid. Arrears have increased to £2000 as of 5 March 2020.

### Reasons for Decision

11. The Applicant's agent provided evidence of non-payment of rent in the form of the rent statement. There is a clear obligation under Clause 8 of the tenancy agreement that the Respondents pay rent of £500 to the Applicant. They have failed to pay rent due on 5 December 2019 and 5 January 2020. The Tribunal was satisfied on the basis of the tenancy agreement, rent statement and the supporting oral submissions made by Ms McIntosh that the Respondents were in arrears of rent.

### Decision

12. The Tribunal made an order for payment of £1000.

### 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.

Shriley Evans

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Legal Member/Chair

5 March 2020.  
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Date