



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 Housing (Scotland) Act  
2016**

**Chamber Ref: FTS/HPC/CV/20/0184**

**Re: Property at 37 Grange Road, Edinburgh, EH9 1UG (“the Property”)**

**Parties:**

**Mr Richard Denslow, 9 Saffron Gate, Wilbury Road, Hove, BN3 3XR (“the Applicant”)**

**Mr Bjarni Eyvindsson, 54 Torbeath Gardens, Hill of Beath, KY4 8DX (“the Respondent”)**

**Tribunal Members:**

**Josephine Bonnar (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £7153 be made in favour of the Applicant against the Respondent.**

**Background**

1. By application received on the 18 January 2020 the Applicant seeks a payment order for the sum of £7153 in relation to arrears of rent owed by the Respondent. A copy tenancy agreement, rent statement, bank statements, and copy emails were lodged in support of the application.
2. On 27 February 2020, a copy of the application and supporting documents were served on the Respondent by Sheriff officer. Both parties were advised that a case management discussion (“CMD”) would take place by conference call on 30 March 2020. As a result of the Government restrictions due to Coronavirus, this CMD was postponed. On 15 June 2020 parties were advised that the CMD would now take place on 13 July 2020 by conference call. Both parties were

given a phone number and passcode.

3. On 13 July 2020, the application called for a CMD. Both parties participated.

### **Case Management Discussion**

4. The Applicant advised the Legal Member that the Respondent vacated the property on 12 January 2020 owing £7153 in unpaid rent. No payments toward this sum have been received since that time. He received the entire deposit of £2250 back from Letting Protection Service, but that was applied to the cost of cleaning, clearing out and re-instating the property. He confirmed that he is seeking a payment order for the sum claimed together with contractual interest at the rate of 8% due in terms of clause 4 of the tenancy agreement. He indicated that he could provide a breakdown of this figure which he calculates to be £489.19. In response to questions from the Legal Member the Applicant confirmed that the tenancy agreement lodged with the application is unsigned. There was a previous agreement which was signed, replaced by the unsigned document when it became a sole tenancy, following the departure of the former joint tenant. The previous agreement was in similar terms. The Respondent was provided with the new agreement but had not signed and returned it.
5. The Respondent advised the Legal Member that he did not dispute the principal sum being claimed, but objected to the interest because the delay in the application being determined was not due to any action or lack of action on his part. He also advised that he had submitted an application for time to pay after he had received the copy application in February or March 2020. At this point the CMD was adjourned to allow the Legal Member to ascertain if the time to pay application had been received by the Tribunal. It had not. An attempt was made to email the form to the Respondent for completion by him, but the form could not be edited.
6. When the CMD resumed the Legal Member advised parties that the information required to determine a time to pay application would be taken orally. The Respondent objected to this, indicating that he preferred to submit the application in writing and was seeking an adjournment to do this. Following discussion, the Legal Member advised that an adjournment would not be in the interests of justice. The Respondent then provided the Legal Member with information regarding his income and outgoings and confirmed that he was offering £300 per month. The Respondent confirmed that this was acceptable to him.

### **Findings in Fact**

7. The Applicant is the owner and landlord of the property.
8. The Respondent is the former tenant of the property and vacated it on 12 January 2020.

9. The Respondent owes the sum of £7153 in unpaid rent to the Applicant.

### **Reasons for Decision**

10. The Respondent does not dispute that the sum claimed is due. He had completed and sent a time to pay application to the Tribunal which, unfortunately, was not received. The Respondent provided details of his income and outgoings to the Tribunal and indicated that he was applying to pay the debt at the rate of £300 per month. The Applicant confirmed that he had no objection to a time to pay direction being made on this basis.
11. The Legal Member considered the Applicant's request for the order to include contractual interest of £489.19. This was opposed by the Respondent. During the adjournment, the Applicant submitted a calculation of the interest. The Legal Member noted that the application form does not include a claim for interest and the Respondent had no prior knowledge that this was being sought. In addition, as the tenancy agreement lodged is unsigned, the Applicant has not provided the Tribunal with evidence that the Respondent agreed to contractual interest being charged on unpaid rent. In the circumstances, the Legal Member determined that the request for the payment order to include the additional sum of £489.19 should be refused.

### **Decision**

12. The Tribunal determines that an order for payment in the sum of £7153 be made in favour of the Applicant and grants a time to pay direction that the sum be paid at the rate of £300 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.**

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**Josephine Bonnar, Legal Member**

**13 July 2020**