



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 1988

Chamber Ref: FTS/HPC/CV/21/2024

Property: Property at Lorimer Wing, Hallyburton House, Kettins, Blairgowrie, Perthshire PH13 9JR (“the Property”)

Parties: Hallyburton Estate Trust, Murray Beith Murray, 3 Glenfinlas Street, Edinburgh EH3 6AQ (“the Applicant”) represented by Mr Kevin Lancaster, Watson & Lyall Bowie Solicitors, Union Bank Building, Coupar, Angus, Perthshire PH13 9AJ

Mr Mark Manders, Mrs Zoe Manders, Lorimer Wing, Hallyburton House, Kettins, Blairgowrie, Perthshire PH13 9JR (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)
Gordon Laurie (Ordinary Member)

Decision (in absence of the respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) “the tribunal” determined that an order should be granted for payment in the sum of Thirteen thousand One hundred and Forty two pounds and Thirteen pence (£13,142.13) with interest thereon at the rate of 5.1% per annum running from the date of the decision of the First-tier Tribunal namely 9 December 2021 until payment.

Background

1. By application sent on 19 August 2021 the applicant sought an order under section 16 of the Housing (Scotland) Act 2014 in terms of rule 70 of the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017.
2. The application was received on 23 August 2021. Further information was sought by the tribunal on 6 September 2021.
3. The applicant lodged a signed application dated 6 September 2021 together with other paperwork. The application was then received on 14 September 2021 and on 29 September 2021 the application was accepted.

Case Management Discussion

The case management discussion (CMD) took place on 9 December 2021. The applicant was represented by their solicitor Mr Kevin Lancaster of Watson Lyall Bowie Solicitors. Mr Gemmell from Savills was also in attendance as letting agent for the property.

Mr Lancaster was asked as to whether anything further had been paid by the respondents. There had been nothing further paid.

Mr Lancaster then went on to explain how the figures for both the rent and electricity had been calculated.

Findings in Fact

1. The applicant and respondent had entered into a tenancy of the property on 1 February 2015.
2. The tenancy was short assured tenancy in terms of the Housing (Scotland) Act 1988.
3. Rent was due to be paid at the rate of £1,250 but agreement had been reached that rent was reduced to the sum of £950 from 1 October 2019.
4. In terms of the lease the respondents were also due to pay the electricity for the property.
5. As at 19 August 2021 the sum due by the respondents in terms of rent following upon the last decision of the tribunal was £11,350 and electricity at £1,792.13 totalling £13,142.13.
6. The Tenancy Agreement provided interest should be payable on any unpaid sums due under the tenancy at a rate of 5% above the base lending rate in force.

Decision

The evidence was not contradicted. The evidence had been prepared in writing. Spreadsheets had been provided setting out the amount of rent due and electricity. Mr Lancaster spoke about this. The tribunal accepted that evidence. The respondent had not provided any written submissions and had not taken the opportunity to attend the case management discussion.

The order for payment of the sum of £13,142.13 together with interest at the rate of 5.1% was granted.

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.

Mark Thorley

9th December 2021

Legal Member/Chair

Date