



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/0394

Re: Property at Flat 1/3, 14 Strachur Crescent, Lambhill, Glasgow, G22 6RB (“the Property”)

Parties:

Lowther Homes Limited, 25 Cochrane Street, Glasgow, G1 1HL (“the Applicant”)

Ms Jamie Leigh McGregor, Flat 1/3, 14 Strachur Crescent, Lambhill, Glasgow, G22 6RB (“the Respondent”)

Tribunal Members:

Jan Todd (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £6,732 with interest at 3% be granted in favour of the Applicant from the Respondent.

- **Background**

1. This was the first case management discussion (CMD) in respect of an application by the Applicant dated 9th February 2022 for an order for payment of arrears of rent from the Respondent who is the Tenant in a Tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

- A copy of the Tenancy Agreement dated 13th November 2020 between the Applicant as Landlord and the Respondent who is the Tenant commencing on 13th November 2020.

- Statement of rent arrears showing a sum outstanding as at 1st February 2022 of £6,732.
 - Rent increase letter dated 27th January 2021 and Rent Increase Notice dated 27th January 2021
 - Letter to tenant regarding rent arrears dated 12th November 2021
2. The case management discussion (CMD) proceeded today by way of teleconference.
 3. Service was validly affected on the Respondent by Service by Sheriff Officers who served the papers on the Respondent on 15th March 2022.
 4. The Tribunal has seen a copy of the title to the Property showing the Applicant is the registered owner.

- **The Case Management Discussion**

1. The CMD took place by teleconferencing and the Legal Member waited until 14.10 to see if the Respondent was going to join the call. The Respondent did not join and was not represented at the CMD. The Respondent has not lodged any written submissions for the Tribunal to consider.
2. The legal member made introductions and explained the purpose and order of proceedings also advising that the Tribunal could make a decision after a CMD which it could after a hearing if satisfied it was appropriate to do so.
3. Mr David Adams a solicitor for the Applicant's parent company the Wheatley Housing Group attended as the Applicant's representative. The Applicant was not present on the call. The legal member considered it appropriate to continue with the CMD given that intimation had been given to the Respondent and she has not responded in writing or requested any postponement of today's CMD.
4. Mr Adam advised that the Respondent had been a tenant in the Property from November 2020 and but last paid rent in January 2021 and has not paid any rent since. He explained that the first 3 entries in the rent statement were made in error and are credited so do not form part of the debt. However he confirmed that the first rent due was £3101.81 being the pro rata amount due for the first month from 13th November until 30th November and thereafter the rent was due on the 1st of each month at £510 initially and then after a rent increase took effect in May 2021 at £520.20.
5. Mr Adam confirmed the tenant continues to live in the Property and advised that the Applicant has only once had any communication from the tenant and he is not sure why the phone call was made, but advised that the Tenant spoke to the Applicant around March this year when she advised she had mental health difficulties; that she was in receipt of Universal Credit payments since July 2020 and other payments. However Mr Adam confirmed that despite acknowledging this income the

Respondent has not made any attempts to pay the arrears or ongoing rent due and has not provided any explanation for this.

6. Mr Adam advised that the Applicant has served a notice to leave on the tenant which expires in August 2022.
7. Mr Adam confirmed the Applicant was seeking an order for payment today for the sum set out in the application and rent statement and was also seeking interest at the rate of 3% per annum in terms of clause 38 of the Tenancy Agreement which provides for interest on late payment of rent. Mr Adam advised that the rent arrears had increased since February and were now around £8,292.60 but he was seeking today an order for only what was notified in the application.

Findings in Fact

1. The parties entered into a lease of the Property which commenced on 13th November 2020 and is still continuing.
2. A Rent increase notice was served on the Respondent by letter dated 27th January 2021.
3. The Rent due in terms of the lease was £510 initially and then £520.20 from 1st May 2021 after service of the Rent Increase Notice.
4. The first rent payment due was £301.81 from 13th November 2020 to 30th November 2020 and thereafter the monthly rent was due on 1st of each month payable in advance
5. The tenant has not paid any rent since January 2021.
6. The rent outstanding at the date of the application is £6732.
7. The Rent outstanding now is £8297.80

• Reasons for Decision

8. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £510 per month in rent.
9. The Rent was duly increased to £520.20 in terms of clause 10 of the lease after service of notice of increase by the Applicant to the Respondent on 27th January 2021 giving 3 months' notice. The Respondent has not objected to this increase and it took effect from 1st May 2021.
10. The Respondent has failed to pay the full rent due. She is still living in the Property but has made no offer to pay nor has she made any representations to the Tribunal in response to this application.
11. The Tribunal accepts the written evidence and verbal statements made by the Applicant's representative, who the Tribunal found clear and credible in his evidence that the rent outstanding as of February 2022 amounts to £6,732. In the absence of any representations from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for that sum today. The Applicant also moved for interest to be paid on the sum claimed at 3% as set out in the lease. The Tribunal finds that is contractually due and grants interest at this rate.
12. There being no application for time to pay the Tribunal makes an order for payment of the sum claimed with interest as stated above.

- **Decision**

An order for payment of the sum of £6,732 is granted with interest at 3% per annum.

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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.

Jan Todd

Legal Member/Chair

4th May 2022

Date