



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) Act 2016 and Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”).

Chamber Ref: FTS/HPC/CV/20/1241

Re: Property at 17a Hazelbank Walk, Airdrie, ML6 0JZ (“the Property”)

Parties:

Mr Lendrick Gillies, 1 Corstorphine House Terrace, Edinburgh, EH12 7AE (“the Applicant”)

Ms Veronica Wilkinson, 17a Hazelbank Walk, Airdrie, ML6 0JZ (“the Respondent”)

Tribunal Member:

Martin McAllister (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order be made against the Respondent for payment of the sum of TWO THOUSAND FIVE HUNDRED AND SIXTY FOUR POUNDS 20 PENCE (£2,564.20) to the Applicant.

Background

On 4TH June 2020 the Applicant submitted an application to the First-tier Tribunal for Scotland seeking payment of the sum of £1,950 in respect of rent arrears. The application also sought interest on the sum owed at a rate of 8%. On 13th August 2020, the Applicant intimated to the Tribunal that it wanted to amend the sum claimed to £2,564. It also intimated the amendment to the Respondent and produced evidence showing that the Respondent had had service of this.

A case management discussion was held on 25th August 2020. It was held by audio conferencing because of the current public health emergency.

The Case Management Discussion

There was no appearance by the Respondent. The Applicant was represented by Mr Scott Runciman, solicitor. He moved the tribunal to allow that the sum claimed be amended. He said that the tribunal had before it an updated rent statement which shows that there are arrears of £2350 as at 1st August 2020 and that it also had a copy of an invoice from the Applicant's solicitor totalling £214.20 and that this is in respect of the legal expenses incurred by the Applicant in connection with the application. Mr Runciman submitted that the tribunal could determine the application at the case management discussion and that a Hearing was not required.

Findings in Fact

1. The parties entered into a private residential tenancy agreement in respect of the Property.
2. The tenancy agreement was dated 24th October 2019.
3. The tenancy commenced on 30th October 2019.
4. The monthly rent due under the private residential tenancy is £450 per month.
5. The sum due and unpaid in respect of rent as at 25th August 2020 is £2,350.
6. The private residential tenancy agreement contains a provision making the tenant liable for any further reasonable costs incurred by the landlord through the tenant's failure to pay rent on time.
7. The Applicant is entitled to recover legal expenses totalling £214.20.
8. The private residential tenancy agreement contains a provision allowing the landlord to charge interest on late payment of rent at the rate of 8 percent per annum.

Documents before Tribunal

1. Private residential tenancy agreement dated 24th October 2019
2. Rent statement from 1st December 2019 to 1st August 2020 showing rent arrears of £2,350.
3. Email from Applicant's solicitor to the Tribunal dated 13th August 2020 providing updated rent statement, copy of invoice from Gilson Gray, solicitors and supporting evidence of intimation of amendment on the Respondent.
4. Sheriff Officer's Certificate of Service with regard to intimation of the case management discussion.

Reasons

The tribunal considered that it had enough information to determine the application before it and that a Hearing would not be necessary. It was satisfied that the Respondent had had intimation of the case management discussion and the amendment to the sum claimed by the Applicant.

The tribunal was satisfied that the documentary evidence before it was sufficient in proving that a private residential tenancy agreement is in existence, that the monthly rental due is £450 and that there are arrears of rent amounting to £2,350. The tribunal had regard to the private residential tenancy agreement and the rent statement.

The private residential tenancy agreement contained the following provisions:

“Interest on late payment of rent may be charged by the Landlord at eight percent per year from the date on which the rent is due until payment is made.....

The Tenant shall be held liable of any further reasonable costs incurred by the Landlord through the Tenant’s failure to pay rent on time including, but not limited to, any administrative charges or late fees made by the Landlord’s bank, any expenses incurred by the Landlord in pursuing the Tenant for payment of said unpaid rent, legal or otherwise...”

The tribunal found that the invoice from the Applicant’s solicitors amounting in total to £214.20 inclusive of VAT was reasonable.

The tribunal considered that payment of interest at a rate of eight percent was contractual and that it was reasonable to make an order for payment of interest.

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.

Martin McAllister

Martin J. McAllister, Legal Member

25th August 2020