



**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/21/0857**

**Re: Property at 14 Balloan Court, Inverness, IV2 4US (“the Property”)**

**Parties:**

**Highland Housing Alliance, Highland Housing Alliance, Fairways, Castle Heather, Inverness, IV2 6AA (“the Applicant”)**

**Ms Victoria Charlotte Anne Walton, 14 Balloan Court, Inverness, IV2 4US (“the Respondent”)**

**Tribunal Members:**

**Shirley Evans (Legal Member) and Eileen Shand (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is in breach of the tenancy agreement with the Applicant and has failed to pay rent. The Tribunal accordingly has decided to make an order for payment in the sum of SEVEN THOUSAND TWO HUNDRED AND TWENTY FOUR POUNDS AND SEVENTY ONE PENCE (£7224.21) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of 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 1 April 2021, the Applicant’s solicitor applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) for an order for payment of rent arrears under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).**
- 2. The application was accompanied by a copy of a Private Residential Tenancy between the parties, various items of correspondence to the Respondent from the Applicant and a rent statement to 1 March 2021.**

3. On 20 April 2021, the Tribunal accepted the application under Rule 9 of the Regulations 2017.
4. On 28 April 2021 the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 1 June 2021. The Respondent required to lodge written submissions by 19 May 2021. This paperwork was served personally on the Respondent by Robert White, Sheriff Officer, Inverness on 29 April 2021 and the Execution of Service was received by the Tribunal administration.
5. On 18 May 2021 the Applicant’s solicitor lodged an application to increase the sum sought to £7224.71 in terms of Rule 13 of the Regulations together with a copy rent statement to 1 May 2021.

### **Case Management Discussion**

6. The Tribunal proceeded with the Case Management Discussion on 1 June 2021 by way of teleconference. The Applicant was represented by Mr Brown from Messrs Harper Macleod, Solicitors. Mr Brown was accompanied by Ms Stoddart from Highland Housing Alliance. There was no appearance by or on behalf of the Respondent despite the teleconference starting 10 minutes late to allow the Respondent plenty of time to join. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in her absence.
7. The Tribunal had before it the Private Rented Tenancy Agreement between the parties, various items of correspondence and a rent statement to 1 May 2021 which accompanied the application to amend the sum sought.
8. The Application was heard together with the Applicant’s action for eviction under case reference FTS/HPC/EV/21/0856.
9. Mr Brown moved the Tribunal to grant the amendment to increase the sum sought from £6657.08 to £7224.71 as per his application to amend dated 18 May 2021. He moved for an order for payment for £7224.71. Mr Brown submitted that the Respondent had had sufficient time to make representations in response to the Applicant’s application, but that she had not only failed to do so, but had also failed to engage with the Applicant throughout.
10. The Tribunal noted that in terms of Clause 7 of the tenancy agreement the Respondent had agreed to pay a monthly rent of £549.99 per month. With reference to the rent statement Mr Brown advised the last payment was made on 1 April 2020 for £549.99. The arrears were increasing and equated to 13 months arrears. Ms Stoddart clarified the monthly rent had increased from 1 August 2020 to £557.14 and then from 1 May 2021 to £560.21. Mr Brown submitted that his client had written to the Respondent in relation to the

payment of arrears and had included a specific COVID -19 Policy for arrears but that the Respondent had not provided any explanation as to why she was not paying rent and why the arrears had accrued. Ms Stoddart was asked to comment on the steps the Applicants has taken to engage with the Respondent. She specifically referred to letters dated 15 May and 27 August 2020 in which the Applicants had tried to get the Respondent to agree a repayment programme. The letter dated 27 August 2020 in particular followed a conversation that the Respondent had had with a member of the Applicant's staff in which she advised she would make an arrangement to pay. She never did so.

### **Findings in Fact**

11. The Applicant and the Respondent agreed by way of Clause 7 of a Private Residential Tenancy Agreement dated 19 July 2019 in relation to the Property that the Respondent would pay the Applicant a monthly rent of £549.99. Rent was increased to £557.14 as of 1 August 2020 and to £560.21 as of 1 May 2021.
12. The Respondent has fallen into arrears of rent. She has not made any payments towards rent since 1 April 2020 when she paid £549.99. The arrears as at 1 March 2021 were £6657.08. Arrears have increased to £7224.71 as at 1 May 2021.

### **Reasons for Decision**

13. The Tribunal considered the issues set out in the application together with the documents lodged in support. Further the Tribunal considered the submissions made by Mr Brown. The Tribunal was satisfied that the Applicant had complied with Rule 13 of the Regulations and that the sum sought be increased to £7224.71.
14. Thereafter the Tribunal noted the content of the rent statement lodged which showed the Respondent had last paid rent to her account on 1 April 2020. The Applicant produced evidence of persistent non- payment of rent with reference to the tenancy agreement, correspondence with the Respondent and the rent statements lodged. The Respondent had not disputed the application. The Tribunal was satisfied on the basis of these documents, together with the Applicant's submissions that the order for payment in favour of the Applicant be granted.

### **Decision**

15. The Tribunal granted an order for payment of £7224.71. The decision of the Tribunal was unanimous.

## **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.**

**1 June 2021**

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**Legal Chair**

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**Date**