



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/CV/21/1955

Property : Flat 3/1, 20 Strathblane Gardens, Glasgow G13 1BF (“Property”)

Parties:

Anne Marie Coll, c/o 41 Dunellan Road, Glasgow G62 7RE (“Applicant”)

**Thorntons Law LLP, Whitehall House, 33 Yeaman Shore, Dundee DD1 4BJ
("Applicant's Representative")**

**Mana Majidi-Olayidi, Flat 3/1, 20 Strathblane Gardens, Glasgow G13 1BF
("Respondent")**

Tribunal Members:

Joan Devine (Legal Member)

Decision:

**The First-tier Tribunal for Scotland (Housing and Property Chamber)
("Tribunal") determined that an order for payment should be made.**

Background

The Applicant sought an order for payment of £1,898.18 plus interest in respect of arrears of rent. The Applicant had lodged with the Tribunal Form F, a Short Assured Tenancy Agreement dated 11 April 2016 and an updated statement in respect of rent arrears. A Case Management Discussion ("CMD") took place on 5 October 2021 which was continued to 8 November 2021 to allow the Respondent to complete an application for time to pay. At the CMD on 8 November 2021 the Respondent told the Tribunal that she had not applied for a time to pay direction as she had not yet had confirmation of the position from Universal Credit. She said that she expected to receive her award letter by 17 November 2021. She also said that she was trying to negotiate a settlement with the Applicant. The CMD was continued to 9 December 2021 to allow the Respondent to complete an application for a time to pay direction.

In advance of the continued CMD the Respondent contacted the Tribunal by email dated 26 November 2021 and advised that (a) she was attempting to negotiate a settlement with the Applicant; (b) she had not applied for time to pay due to her

financial circumstances; (c) she was concerned about the tone of communications from the Applicant; (d) she had been advised to report the Applicant to the police quoting section 22 of the Rent (Scotland) Act 1984; and (e) she had a letter from her GP saying she was unfit to work until 2 January 2022.

CMD on 9 December 2021

A further CMD took place before the Tribunal on 9 December 2021 by teleconference. Sarah Cooper of the Applicant's Representative and the Respondent were in attendance.

Summary of Discussion

The Tribunal noted that the sum due had been agreed at the CMD on 8 November 2021 as being £1,898.18. The Respondent confirmed that was agreed.

The Respondent told the Tribunal that she had tried to negotiate a settlement with the Respondent without success. She also said that she had not applied for a time to pay direction as, while she had her award from Universal Credit, she was not receiving benefits at the level she had in the past plus her rent was more than she had paid for the Property. She said that she was in a worse financial position than she had been in previously.

Mrs Cooper told the Tribunal that her instructions were to move for an award in the full amount plus interest. She said that an offer had been made by the Respondent to pay £1,000 towards the arrears with the balance being written off. The Applicant was not prepared to accept the offer.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Short Assured Tenancy Agreement dated 11 April 2016 ("Tenancy Agreement").
2. The rent in terms of the Tenancy Agreement was £795 per month.
3. Clause 19.2 of the Tenancy Agreement provided that all payments due in terms of the Tenancy Agreement would bear interest at 8% from the date they fell due until payment.
4. The Respondent had failed to make payment of the rent due over the period 11 March 2021 to 10 September 2021.
5. As at 9 December 2021 the sum outstanding in respect of rent was £1,898.15.

Reasons for the Decision

Rent was due in terms of the Tenancy Agreement. Rent due for the period 11 March 2021 to 10 September 2021 had not been paid. The Parties had agreed that the sum due was £1,898.18. Although the Respondent had felt unable to make an application for a time to pay direction, she would be able to apply for a time to pay order in terms of section 5 of the Debtors (Scotland) Act 1987. The Tenancy Agreement provided that interest would run on outstanding sums at the rate of 8%. In her email of 26 November 2021 the Respondent had made reference to section 22 of the Rent (Scotland) Act 1984. The Tribunal considered that was not relevant to the current Application. The Tribunal determined to make an Order for payment of £1,898.18.

Decision

The Tribunal grants an order for payment of £1,898.18.

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.

Legal Member: Joan Devine

Date: 9 December 2021