

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/21/2928**

**Re: Property at 24 Shuna Gardens, Glasgow, G20 9ER (“the Property”)**

**Parties:**

**Mr John Quashie, 12 Royal Crescent, Glasgow, G3 7SL (“the Applicant”)**

**Mrs Margery McDermott, 24 Shuna Gardens, Glasgow, G20 9ER (“the Respondent”)**

**Tribunal Members:**

**Graham Harding (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant was entitled to an order for payment by the Respondent in the sum of £3170.00.**

**Background**

1. By application dated 24 November 2021 the Applicant’s representatives The PRG partnership, Glasgow, applied to the Tribunal for an order for payment by the Respondent in respect of alleged rent arrears arising from the Respondent’s tenancy of the property. The Applicant’s representatives submitted a copy of the tenancy agreement and copy bank statements in support of the application.
2. Following correspondence from the Tribunal administration the Applicant’s representatives by email dated 16 December 2021 submitted a rent statement showing how the rent due by the Respondent had been calculated.
3. By Notice of Acceptance dated 30 December 2021 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion (“CMD”) was assigned.

4. By email dated 5 April 2022 the Applicant's representatives sought to amend the sum claimed to £4865.00.
5. A CMD was held by teleconference on 12 April 2022. The sum claimed was amended to £4865.00 and the application continued to a further CMD to allow the parties' representatives to negotiate a possible extra-judicial settlement and for the Respondent's representative to attempt to recover rent paid to the Respondent's new landlord for a period when she was unable to occupy the property.
6. A further CMD was held on 28 June 2022 at which the parties' representatives confirmed agreement had been reached with regards to the amount of rent owed by the Respondent to the Applicant. It was agreed this amounted to £3170.00 after deduction of the Respondent's deposit which was due to be paid in full to the Applicant by Safe Deposits Scotland. The Tribunal agreed to a final continuation of the CMD to give the Respondent's representative further time to try to recover rent paid by the Respondent to her new landlord for the period she could not occupy her new property failing which to lodge an application for a Time to Pay Direction.

### **The Case Management Discussion**

7. A CMD was held by teleconference on 1 August 2022. Neither party was in attendance but the Applicant was represented by Ms Jennifer Quinn of the PRG Partnership and the Respondent was represented by Ms Hannah Gibson of Latta & Co.
8. Ms Gibson advised the Tribunal that no rent had as yet been recovered from the Respondent's new landlords. She had been advised that the matter was still under investigation but had been delayed due to staff shortages on the landlord's part. She had been advised that the landlords had hoped to have a response by last week but nothing had been received.
9. The Tribunal noted that Ms Gibson had submitted an application on behalf of her client for a Time to Pay Direction in which the Respondent was offering to pay the agreed debt of £3170.00 at the rate of £50.00 per month.
10. For the Applicant Ms Quinn pointed out that the Respondent's expenditure for housekeeping seemed excessive at £520.00 per month for a single person.
11. The Tribunal noted it would take the Respondent in excess of five years to clear the debt. It noted that the Applicant had now sold the property which had been his sole rented property and had moved to England. The Tribunal queried if the Respondent could afford to pay a greater amount each month as it appeared from the schedule submitted with the application that the Respondent had surplus income of around £170.00 per month. Ms Gibson advised the Tribunal that the Respondent wished to retain some funds each month to cover any unexpected expenditure and in addition she had required to undergo laser eye surgery that had cost about £1280.00 and that had not yet been paid for and

should be taken into account. Accordingly, £50.00 per month was as much as the Respondent could afford.

12. For the Applicant Ms Quinn said that the Applicant did not accept the offer of £50.00 per month and would wish the debt to be paid more quickly.

### **Findings in Fact**

13. The parties entered into a Private Residential Tenancy that commenced on 29 August 2018 at a rent of £695.00 per calendar month.
14. The tenancy ended on 29 March 2022.
15. At the end of the tenancy after payment of the Respondent's deposit to the Applicant and with the agreement of both parties the Respondent owed rent of £3170.00 to the Applicant.
16. The Respondent offered to repay the debt by way of a Time to Pay Direction at the rate of £50.00 per month.

### **Reasons for Decision**

17. The Tribunal was satisfied from the documents produced and the oral submissions of the parties' representatives that the parties entered into a Private Residential Tenancy agreement and that at the end of the tenancy there was a final debt due by the Respondent to the Applicant and agreed between the parties amounting to £3170.00.
18. The issue before the Tribunal at the CMD was whether to grant the Respondent's application for a Time to Pay Direction. It appeared to the Tribunal that although perhaps there was some merit in Ms Quinn's submission that the Respondent's housekeeping expenditure was excessive it did not appear to the Tribunal to be so excessive as to be unreasonable although some moderation could have been implemented by the Respondent to increase the funds available. On the other hand, it did appear to the Tribunal that the Respondent, after deduction of all her expenditure would have had sufficient surplus funds to significantly increase the amount she paid each month to the Respondent and thus clear the debt within a reasonable period of time. Instead the Respondent chose to incur further debt by undergoing private laser eye surgery. The Tribunal was told this treatment was urgent yet apparently not available on the NHS. The Tribunal was not satisfied that the Respondent was in all the circumstances properly managing her financial affairs and giving proper weight to her existing debts before incurring further debt. In all the circumstances the Tribunal considered that it would take the Respondent too long to clear the debt at the rate of £50.00 per month and that it would not be fair on the Applicant to grant a Time to Pay Direction at that rate and accordingly refused the application for a Time to Pay Direction.

### **Decision**

19. The Tribunal being satisfied it had sufficient information before it to reach a decision without the need for a hearing and having considered the written representations and documents and oral submissions made on behalf of the parties by their representatives refuses the Respondent's application for a Time to Pay Direction and finds the Applicant entitled to an order for payment by the Respondent in the sum of £3170.00.

### **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.**

Graham Harding

**Graham Harding  
Legal Member/Chair**

**1 August 2022  
Date**