



**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/21/3138**

**Re: Property at 18a Lower Church Road, Quarriers Village, Bridge of Weir, Renfrewshire, PA11 3TN (“the Property”)**

**Parties:**

**Quarriers (Scottish Charity No SC001960), Quarriers Village, Bridge of Weir, PA11 3SX (“the Applicant”)**

**Hayli McGeoghegan, 18a Lower Church Road, Quarriers Village, Bridge of Weir, PA11 3TN (“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 £5,315.62 with interest at 8% 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 17th December 2021 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 4<sup>th</sup> August 2020 between the Applicant as Landlord and the Respondent who was the Tenant commencing on 4<sup>th</sup> August 2020.

- Statement of rent arrears showing a sum outstanding as at 4<sup>th</sup> December 2021 of £3715.62.
2. Due to the Covid 19 pandemic the case management discussion (CMD) proceeded today by way of teleconference due to the requirement at the current time for social distancing.
  3. Service was validly affected on the Respondent by Service by Sheriff Officers who served the papers on the Respondent on 9<sup>th</sup> February 2022.
  4. The Applicant lodged further productions by e-mail dated 10<sup>th</sup> February 2022 consisting of a file note of a telephone conversation, copies of correspondence between the Respondent and Kingsley Wood solicitors, up to date rent statement and revised application reflecting an increase in the payment sought to £5315.62.

- **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. Ms Caitlin Gillon attended as the Applicant's legal representative. The Applicant was not 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. Ms Gillon Muir advised that the Respondent had been a tenant in the Property from August 2020 and that she is in arrears of rent to the amount of £5,315.62 as of 10<sup>th</sup> February 2022. Ms Gillon confirmed that a reduction in rent was applied in September 2020 due to asbestos works being carried out at the Property and so 2 weeks rent was abated but that the Respondent did not pay the remaining 2 weeks due for that month namely £315.62. She advised that she believed there was no asbestos found and the Respondent could return to the Property after 2 weeks although she believed the Respondent was then in Dubai for a period of 4 weeks. Thereafter Ms Gillon confirmed that 2 further payments of rent were not made in 2021 namely in February and June 2021, an extra £300 was paid in 23<sup>rd</sup> August but only £300 was paid for the rent due in October 2021 with no further payments being made to date. She confirmed that there was a situation around November 2021 when part of the ceiling in one bedroom came down due to a water leak from the flat above. She confirmed that the Applicant as landlord has been seeking access to repair the damage since then but the Respondent has refused or delayed in giving access claiming she needs to be present. Ms Gillon believes that the Respondent is withholding rent because she believes some of her

personal possessions were damaged in this incident and holds the landlord responsible. The Respondent has not intimated any claim for withholding rent. Ms Gillon advised that her clients the Applicant were about to submit an application for right of entry to the Tribunal to seek access given the Respondent's refusal in their view to co-operate to date.

5. Ms Gillon confirmed the Applicant was seeking an order for payment today for the amended sum of £5,315.62 as set out in the amended application and rent statement and was also seeking interest at the rate of 8% per annum in terms of clause 8 of the lease.

### **Findings in Fact**

1. The parties entered into a lease of the Property which commenced on 4<sup>th</sup> August 2020 and is still continuing.
2. The Rent due in terms of the lease is £400 for the first month and thereafter £800 per calendar month payable in advance
3. The Applicant is the landlord and reduced the rent due in September 2020 to compensate the Respondent while investigation works regarding asbestos were carried out meaning she could not stay in the property for 2 weeks.
4. The rent outstanding at the date of the application was £3715.62.
5. The rent due now is £5,315.62 and the Applicant intimated the amended sum by letter of 10<sup>th</sup> February 2022.
6. Contractual interest at 8% can be charged by the Landlord on any late payment or rent.

### **• Reasons for Decision**

7. The parties have entered into a lease from 4<sup>th</sup> August 2020 where the Respondent has leased the Property from the Applicant and has agreed to pay £400 for the first month to 3<sup>rd</sup> September 2020 and £800 per month in rent thereafter. In terms of clause 8 of the lease interest may be charged on late payment of any rent at eight per cent per year.
8. The Respondent has failed to pay the full rent due. She has not paid the rent due in September 2020 when the rent was reduced to £315.62 to allow for 2 weeks where the Respondent was not in the Property while asbestos investigation work was carried out. In addition she has not paid the rent due on 4<sup>th</sup> February 2021, 4<sup>th</sup> June 2021 and has made a partial payment of rent due in October and no payments thereafter. The sum due as at 4<sup>th</sup> February 2022 is £5,315.62.
9. The Respondent has made no written representations and has not attended the CMD or asked for a postponement of it. In the absence of any representations by the Respondent to challenge the statements by the applicant that the rent is due and owing the Tribunal accepts the written evidence and verbal statements made by the Applicant's representative, who the Tribunal found clear and credible in her evidence that the rent outstanding as of February 2022 amounts to £5,315.62. 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.
10. The Applicant also moved for interest to be paid on the sum claimed at 8% which is the rate of interest set out in clause of the lease and I payable on

late rent until payment is made in full. As this is contractual interest that is sought the Tribunal finds it in order to grant interest at this rate from the date of the order. The Applicant's representative moved for expenses as well but could not show how the Respondent had acted in an unreasonable manner in the conduct of this action and so the legal member refused this request there being no basis for the claim in terms of Rule 41 of the Tribunal's rules.

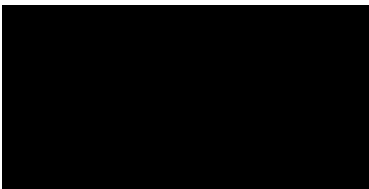
11. There being no application for time to pay the Tribunal makes an order for payment of the sum claimed with interest as stated above.

- **Decision**

An order for payment of the sum of £5,315.62 is granted with interest at 8% per annum.

### **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/Chair**

**18<sup>th</sup> March 2022**

**Date**