



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/0253

Re: Property at 26 Caledonian Court, Eastwell Road, Lochee, Dundee, DD2 3FF (“the Property”)

Parties:

Mr Brian Wilkinson, Fosse Cottage, 38 School Lane, Stretton on Dunsmore, Warwickshire, CV23 9ND (“the Applicant”)

Mr James Williams, 18 Murray Street, Dundee, DD4 7JG (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order in the sum of three thousand and eighty six pounds and ninety eight pence (£3086.98) Sterling together with interest at the rate of eight per cent per annum from the date of decision until payment.

- 1 By application dated 27 January 2022, the Applicant sought an order for payment of rent arrears in the sum of £3,275.98 against the Respondent. In support of the application the Applicant provided:-
 - (i) Private Residential Tenancy Agreement between the parties; and
 - (ii) Rent Statement showing arrears of £5575 as at 1 January 2022.
- 2 By Notice of Acceptance of Application the Legal Member of the Tribunal, with delegated powers from the Chamber President, determined that there were no grounds to reject the application. A Case Management Discussion was therefore assigned for 10 May 2022, to take place by teleconference due to the ongoing restrictions arising from the Covid-19 pandemic.

- 3 The application paperwork was served upon the Respondent by Sheriff Officers. The paperwork contained notification of the date and time of the Case Management Discussion together with instructions for joining the teleconference.
- 4 On 12 April 2022 the Tribunal received a request from the Applicant's representative Gilson Gray Solicitors via email for amendment of the application to amend the sum claimed to £3086.98. The solicitors advised that the rent arrears had reduced to £2780.98 and provided a rent statement to support this. The solicitors further advised that the Applicant sought the reasonable costs of pursuing the debt in the sum of £306 under Clause 37 of the tenancy agreement between the parties and provided a fee note to support this. The request for amendment was copied to the Respondent.

Case Management Discussion

- 5 The Case Management Discussion took place on 10 May 2022. The Applicant was represented by Mr Runciman of Gilson Gray Solicitors. The Respondent was not present.
- 6 The Legal Member noted that the application paperwork had been served upon the Respondent by Sheriff Officers, with details for joining the case conference. Accordingly the Legal Member was satisfied that the notification requirements had been complied with and determined to proceed with the Case Management Discussion in his absence.
- 7 The Legal Member noted that the Applicant had sought permission to increase the sum claimed to £3086.98. The request had been made timeously in accordance with the requirements of the First Tier Tribunal (Housing and Property Chamber) Procedural Rules 2017 and had been intimated upon the Respondent. On that basis, and in the absence of any objection from the Respondent, the Legal Member determined to allow the amendment.
- 8 Mr Runciman explained that there had been no contact from the Respondent and no payments. The arrears had reduced due to a deposit being applied to the account, not as a result of any payments by the Respondent. Mr Runciman further advised that the Applicant sought an award of interest on the sum due and suggested an appropriate rate would be three per cent per annum.

Findings in Fact

- 9 The parties entered into a Private Residential Tenancy Agreement which commenced on or around 3 March 2020.

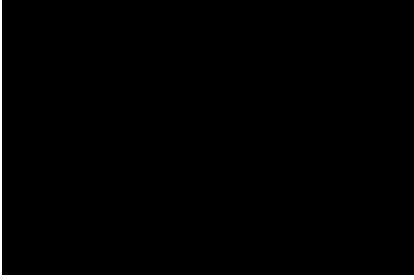
- 10 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £495 per calendar month.
- 11 Since July 2019 the payments made by the Respondent under Clause 8 of the said Tenancy Agreement have been sporadic.
- 12 As at 17 March 2022 the sum of £2780.98 in outstanding rent is due to the Applicant by the Respondent in terms of Clause 8 of the said Tenancy Agreement.
- 13 The Applicant has incurred the reasonable cost of £306 in solicitor fees to pursue the debt owed by the Respondent. The Respondent is liable to make payment of the sum under Clause 37 of the Tenancy Agreement between the parties.
- 14 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

- 15 The Tribunal was satisfied that it could make a determination of the application at the Case Management Discussion and that to do so would not be detrimental to the parties.
- 16 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £3086.98. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £495 per month and to make payment of the Applicant's reasonable fees incurred in pursuing the debt owed. There was nothing before the Tribunal to contradict the position put forward by the Applicant.
- 17 The Tribunal therefore made an order for payment against the Respondent in the sum of £3086.98 together with interest at the rate of three per cent per annum from the date of this decision until payment.

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.



10/05/2022

Legal Member/Chair

Date