

**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/22/2693**

**Re: Property at 44 Cloverfield Gardens, Aberdeen, AB21 9BD (“the Property”)**

**Parties:**

**Dr Pamela Tosh, 41 Forest Avenue, Aberdeen, AB15 4TU (“the Applicant”)**

**Mr Craig Lovie, Ms Claire Parker, 86 Smithfield Drive, Aberdeen, AB16 7XD  
 (“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 Two thousand six hundred and forty nine pounds and sixty five pence (£2649.65) together with interest at the rate of eight per cent per annum from the date of this decision until payment**

**Background**

- 1 By application to the Tribunal the Applicant sought an order for payment of outstanding rent arrears against the Respondent. In support of the application the Applicant provided the following documentation:-
  - (i) Private Residential Tenancy Agreement between the parties dated 10 and 13 August 2018; and
  - (ii) Rent Statement.

- 2 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. A Case Management Discussion was therefore assigned for 18 November 2022. A copy of the application paperwork together with notification of the date and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers.
- 3 On 18 November 2022 the Tribunal received an email from the Respondent with screenshots of a time to pay application offering payments at the rate of £50 per month. The email was intimated to the Applicant's agent.

### **Case Management Discussion**

- 4 The Case Management Discussion took place by teleconference on 18 November 2022. The Applicant was represented by Mr Bell, Solicitor. The Respondents were not present. The Tribunal noted that they had received service of the application paperwork together with notification of the date and time of the Case Management Discussion and therefore determined to proceed in their absence.
- 5 Mr Bell addressed the Tribunal on behalf of the Applicant. He confirmed that the Respondents had left the property and the application paperwork had been served upon them at their new address. The arrears as at the date of termination were £2649.65. Mr Bell advised that there had also been significant damage to the property and the Applicant was considering whether to raise a further application to recover her costs. With regard to the time to pay application Mr Bell advised that the Applicant would not be averse to accepting instalment payments from the Respondents however she would be looking for a bit more than £50 per month. Finally Mr Bell confirmed that the Applicant sought interest at the rate of 8% per annum on the sum awarded.

### **Findings in Fact and Law**

- 6 The Applicant entered into a Private Residential Tenancy Agreement with the Respondent dated 10<sup>th</sup> and 13<sup>th</sup> August 2018.
- 7 Under Clause 8 of the said tenancy agreement the Respondent undertook to pay rent at the rate of £795 per month.
- 8 The tenancy between the parties terminated on 11 April 2022.
- 9 As at the date of termination arrears in the sum of £2649.65 were outstanding.
- 10 Despite repeated requests the Respondent has refused or delayed in making payment of the outstanding rent.

11 The Respondent is therefore liable to pay the sum of £2649.65 to the Applicant under the terms of the said tenancy agreement between the parties.

### **Reasons for Decision**

12 The Tribunal was satisfied at the Case Management Discussion that it had sufficient information upon which to make a decision and that to do so would not be prejudicial to the interests of the parties. The Respondent had been given the opportunity to participate in the Case Management Discussion but had chosen not to do so.

13 Based on its findings in fact the Tribunal was satisfied that the Respondent was liable to pay the sum of £2649.65 to the Applicant in accordance with their contractual obligations under the tenancy agreement between the parties. They had not disputed the amount sought. The Tribunal had regard to the Respondent's time to pay application which proposed payments at the rate of £50 per month. However on the basis that this would take over four years for the debt to be repaid at that rate the Tribunal ultimately concluded that it would not be reasonable to make a time to pay direction on those terms. The Tribunal would wish to highlight that this does not prevent parties from entering into discussions out with the Tribunal process with a view to reaching a payment arrangement for the debt owed. Taking into account current inflation the Tribunal was also satisfied that it would be reasonable to make an order for interest at the rate of 8 per cent per annum from the date of decision until payment.

14 The Tribunal therefore determined to make an order for payment in the sum of £2649.65 with interest at the rate of 8 per cent per annum from the date of 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.**

# Ruth O'Hare

Legal Member/Chair

\_\_\_\_\_ 18 November 2022 \_\_\_\_\_

Date