

**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/22/4372**

**Re: Property at 36 Henderson Drive, Kintore, Aberdeenshire, AB51 0FB (“the Property”)**

**Parties:**

**Mr John Easton, Vivien Easton, Primose Cottage, Hightown, Collieston, Ellon, AB41 8RS (“the Applicants”)**

**Mr Rhys Paterson, 6 Haddon Hill Way, Tuffley, Gloucester, GL4 0XQ (“the Respondent”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicants in the sum of £4,080.**

**Background**

1. The Applicants submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicants sought an order for payment in respect of rent arrears said to have been incurred by the Respondent and an outlay incurred by the Applicants on the Respondent’s behalf.
2. By decision dated 24 January 2023, a Convenor of the Housing and Property Chamber, having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. The Notice of Acceptance was intimated to the Applicants on 30 January 2023. Letters were issued on 28 February 2023 informing both parties that a CMD

had been assigned for 3 April 2023 at 10am, which was to take place by conference call. In that letter, the parties were also told that they required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondent was invited to make written representations by 21 March 2023.

4. On 20 March 2023, the Tribunal received an email from the Respondent, attaching an application for a time to pay direction; the Respondent offered payment at the rate of £200 per month.

### **The case management discussion**

5. The CMD took place by conference call. The First Applicant joined the conference call and represented himself and the Second Applicant. The Respondent did not join the conference call and the discussion proceeded in his absence. The First Applicant explained that the Respondent failed to pay rent for 5 months (May to September 2022), thereby incurring rent arrears of £4,000. The First Applicant also explained that at the outset of the tenancy, he gave the Respondent the choice of having the oil fuel tank for the gas central heating filled for him on the basis that he would leave a full tank, or alternatively the Respondent himself could fill the oil tank. The Respondent chose to fill the oil tank himself. On 14 February 2022, the Respondent contacted the Applicants to advise that he had checked the fuel tank and the central heating was not working. The Applicants called a gas engineer to attend the property on an emergency basis. The engineer reported that there was nothing wrong with the central heating system and that the Respondent had failed to fill the fuel tank. The First Applicant advised the Respondent and the Respondent accepted that the call out was unnecessary and he agreed to pay the call out charge of £80. The Respondent failed to pay the gas engineer and the Applicants paid the invoice of £80 on behalf of the Respondent. On the basis that the Respondent had accepted liability for the call out charge, the Applicants sought reimbursement of that sum from the Respondent.

### **Findings in Fact**

6. The parties entered into a private residential tenancy which commenced 4 January 2022.
7. The Respondent was obliged to pay rent at the rate of £800 per month.
8. The Respondent did not pay rent for the months May to September 2022 inclusive.
9. The Respondent vacated the property, leaving rent arrears of £4,000, which remain unpaid.

10. The Applicants incurred an outlay on behalf of the Respondent, for which the Respondent accepted liability.

### **Reason for Decision**

11. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the CMD. The Respondent failed to participate in the discussion. The Respondent admitted that he owed rent arrears. The First Applicant explained the basis upon which they sought reimbursement of the outlay incurred by the Applicants on behalf of the Respondent. The Tribunal was satisfied that the Respondent owes the Applicants £4,080 and accordingly an order for payment was granted in that sum.
12. The Respondent offered payment at the rate of £200 per month. At this rate, it will take just over 20 months to repay the debt. The Applicants did not object to the Respondent's application for a time to pay direction. The Tribunal was satisfied that the offer made by the Respondent was reasonable and accordingly granted the Respondent's application for a time to pay direction.

### **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.**

N. Irvine

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**3 April 2023**

Date