



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/21/1606

Re: Property at 22 Wick Avenue, Airdrie, North Lanarkshire, ML6 9TY (“the Property”)

Parties:

Mr Lendrick Gillies, c/o Gilson Gray Property Service, 29 Rutland Square, Edinburgh, EH1 2BW (“the Applicant”)

Miss Kate Hirnle, 22 Wick Avenue, Airdrie, North Lanarkshire, ML6 9TY (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant(s):

Sum of FOUR THOUSAND SIX HUNDRED AND THIRTY-FOUR POUNDS (£4,634) STERLING

- Background
- 1. An application dated 6 July 2021 was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to rent arrears accrued under a private residential tenancy agreement.

- The Case Management Discussion
2. A Case Management Discussion (“CMD”) took place on 2 September 2021 by tele-conference. The Applicant was represented by Mr Runciman of Gilson Gray, solicitors. There was no appearance by or on behalf of the Respondent. The application had been intimated on the Respondent by Sheriff Officer on 30 July 2021. The Tribunal was accordingly satisfied that the Respondent had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondent’s absence.
 3. The Applicant’s representative moved for the order for payment to be granted in the sum of £4,634. The parties had entered into a Private Residential Tenancy Agreement. The monthly rent was £550. The Respondent had failed to make payment of rent and at the time of submitting the application had fallen into arrears amounting to £4,400. The sought in the application was £3,850. An application under Rule 14A of the Rules was submitted on 6 August 2021 seeking to increase the sum sought to £4,634. Said increased sum included £234 being sought for the landlord’s reasonable legal cost, for which the Respondent was liable to pay in terms of Clause 8 of the Agreement. The Respondent remained resident in the Property. The Respondent had not replied to any correspondence from the Applicant. The Applicant also sought interest at the rate of 8% per cent per annum, in terms of Clause 8 of the Agreement.
- Findings in Fact
4. The Tribunal made the following findings in fact:
 - (i) The parties entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 27 December 2020;
 - (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £550 to the Applicant;
 - (iii) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £4,400;
 - (iv) In terms of Clause 8 of the Agreement, the Respondent was liable for reasonable costs incurred by the Landlord through the Tenant’s failure to pay rent on time including legal expenses.
 - (v) The Landlord had incurred legal fees of £234 in pursuing the rent arrears;
 - (vi) In terms of Clause 8 of the Agreement, interest on late payment of rent may be charged by the landlord at eight per cent per year.
- Reasons for Decision
5. The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent was obliged to make payment of rent in the sum of £550 per month under Clause 8 of the Agreement and had failed to do so. She had accrued arrears amounting to £4,400 and which fell lawfully due to be repaid to the Applicant. In terms of Clause 8 of the Agreement, the Respondent was liable for reasonable costs incurred by the Landlord through the Tenant’s failure to pay rent on time including legal expenses, and therefore was liable to pay

the sum of £234 incurred by the Landlord in legal fees. In terms of Clause 8 of the Agreement, interest on late payment of rent may be charged by the landlord at eight per cent per year.

- Decision

6. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent(s) for payment of the sum of FOUR THOUSAND SIX HUNDRED AND THIRTY-FOUR POUNDS (£4,634) STERLING to the Applicant with Interest thereon at the rate of eight per cent per annum running from the date of the decision of the First-tier Tribunal to grant the order, being 2 September 2021, 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.


Fiona Watson

Legal Member/Chair

Date: 2 September 2021