



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/22/1335

Re: Property at 32 Davie Sneddon Way, Kilmarnock, KA1 1AD (“the Property”)

Parties:

Mr William Brown, Mrs Annie Brown, 31 Stoneyhill Drive, Musselburgh, EH21 6SQ (“the Applicant”)

Mr Jamie Andrew Collins, 32 Davie Sneddon Way, Kilmarnock, KA1 1AD (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Ahsan Khan (Ordinary Member)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of Nine thousand three hundred and seventy five pounds (£9375) Sterling against the Respondent together with interest at the rate of eight per cent per annum from the date of decision until payment

Background

- 1 By application to the Tribunal, the Applicant sought an order for payment in the sum of £6875 against the Respondent together with interest from the date of decision until payment. In support of the application the Applicant provided:-
 - (i) Tenancy Agreement between the parties dated 5 February 2021; 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 the 26 August 2022 to take place by teleconference. 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 The Applicant subsequently submitted a request to amend the sum sought to £9375 to reflect the updated arrears balance. A copy of the request was intimated to the Respondent.

Case Management Discussion

- 4 The Case Management Discussion took place on 26 August 2022. Miss Alexandra Wooley of Bannatyne Kirkwood France and Co Solicitors represented the Applicant. The Respondent was not present. The Tribunal noted he had received proper notification of the application paperwork and determined to proceed in his absence.
- 5 As a preliminary point the Tribunal agreed to allow the amendment to the sum sought, noting that the request had been made timeously and intimated to the Respondent. Miss Wooley thereafter confirmed that the Applicant sought an order in the sum of £9375 in outstanding rent. The Respondent had paid nothing since May 2021 and had failed to engage with the Applicant despite their efforts to contact him. Miss Wooley advised that the Applicant also sought interest at the rate of 8% per annum, as per the terms of the tenancy agreement between the parties. She directed the Tribunal to Clause 8 of the Tenancy Agreement which outlined the Applicant's right to claim interest at that rate on unpaid rent.

Findings in Fact and Law

- 6 The parties entered into a Short Assured Tenancy Agreement dated 5 February 2021.
- 7 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £625 per calendar month and agreed to interest being charged at the rate of 8% per annum on any unpaid sums.
- 8 As at the date of the Case Management Discussion arrears in the sum of £9375 were outstanding.
- 9 The Respondent is therefore liable to pay the sum of £9375 to the Applicant.
- 10 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

- 11 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. The Respondent had received proper notification of the application paperwork and had not taken the opportunity to participate in the proceedings.
- 12 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £9375. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £625 per month and had failed to obtemper this. There was nothing before the Tribunal to contradict the position put forward by the Applicant.
- 13 The Tribunal therefore made an order for payment against the Respondent in the sum of £9375. The Tribunal was further satisfied that it could make an award of interest at the rate of eight per cent per annum from the date of decision until payment, based on the contractual agreement between the parties at Clause 8 of the Tenancy Agreement.
- 14 The decision of the Tribunal was unanimous.

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
Right of Appeal**

26 August 2022

Date