



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/18/2001

**Re: Property at 28 Southcroft, Alva, Clackmannanshire, FK12 5BB (“the
Property”)**

Parties:

**Mr Charles Watters, Mrs Teresa Watters, The Highlands, Chiltern Hill, Chalfont
St Peter, Bucks, SL9 9TZ as landlords of the Property (“the Applicants”)**

**Mr Gareth Bryson, Ms Samantha Bryson and Ms Fiona McGlinchey having
addresses variously at 12 Greenhead, Alva, FK12 5HG, Alva, 59, Greenhead,
Alva, FK12 5HH and the Dam Good Café, Gartmorn Country Park, Gartmorn
Road, Sauchie, Alloa, FK10 3AZ as joint and several tenants of the Property
 (“the Respondents”)**

Tribunal Members:

Karen Moore (Legal Member)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the Order for Payment of £5,576.42 with interest at
8% per annum be granted.**

Background

1. This matter is an application dated 1 August 2018 (“the Application”) for an order for payment of rent arrears amounting to £4,210.00 arising out of a short assured tenancy agreement between the Parties dated 20 January 2015 in terms of which the Respondents were jointly and severally liable for rent at the rate of £110.00 per week payable monthly in advance. The Application was later amended to include a claim for damages to the Property and compensation amounting to £1,366.42. The Application and the amended

sum claimed were intimated to the Respondent. The Application also sought interest on the sums claimed.

2. The Application was accepted by a legal member of the First-tier Tribunal with delegated powers of the Chamber President and a Case Management Discussion (CMD) was fixed for 10.00 on 1 October 2018 and postponed to 19 November 2018 by conference call and postponed further to 14 December due to issues with service on the parties. Neither party appeared for the postponed CMD on 14 December 2018 and the Application was dismissed. The decision to dismiss was recalled and a further CMD by conference call was fixed for 10.00 on 8 March 2019 at the Glasgow Tribunal Centre, 20 York Street, Glasgow, G2 8GT. At that CMD, the Applicants appeared but none of the Respondents appeared or were represented. The Legal Member adjourned the CMD to a later date.
3. Prior to the adjourned CMD, the Applicants lodged written representations and evidence of paid invoices in support of the sums claimed. None of the Respondents lodged written representations.

Case Management Discussion

4. The adjourned CMD took place at 11.30 on 1 May 2019 at the said Glasgow Tribunal Centre by conference call. The Applicants appeared but none of the Respondents appeared or were represented
5. The Applicants confirmed to me that the sum sought by them is £4,210.00 in rent due and owing by the Respondents and £1, 366.42 in respect of damage to the Property caused by the Respondents and costs incurred by the Applicants directly in respect of the Respondents' conduct, all as specified in the Application and the Applicants' written representations.
6. In respect of the interest claimed, the Applicants explained to me that the tenancy agreement had no penalty interest clause as they had been advised that this was no longer competent in Scot's Law. The Applicants advised me that had they not been given this advice, the tenancy agreement would have included an interest provision 8 % per annum.

Findings in Fact.

7. Having no reason to disbelieve the Applicants on any aspect of the Application and supporting written representations, I was satisfied that the sum due and owing to them by the Respondents in rent is £4,210.00 and in damages and compensation is £1, 366.42.
8. In terms of the tenancy agreement, I found that the Respondents are jointly and severally liable.

9. In respect of interest on the sum due, I found that, notwithstanding the terms of the tenancy agreement, an interest provision is competent in Scot's Law and that the rate of 8% per annum, being commensurate with judicial interest, is reasonable in this matter. I further found that a claim for interest had been intimated to the Respondents in the Application.

Decision and Reasons for Decision

10. Having no reason to disbelieve the Applicants and being satisfied that the sum due and owing to them by the Respondents is as stated in the said Application, I determined that the order for payment as sought by the Applicants should be granted.
11. With regard to the claim for interest, I had regard to Rule 41A of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Rules") which states that a First-tier Tribunal may "*(1) The First-tier Tribunal may include interest when making an order for payment; (2) Where paragraph (1) applies, the interest is to be at the rate either (a) stated in the relevant tenancy agreement, or, ordered by the First-tier Tribunal, and running from the date of the decision of the First-tier Tribunal*". Accordingly, I determined to include interest at the rate of 8% and that from today's as I am unable to award interest from an earlier date.
12. Being so satisfied and having regard to Rule 17(4) of the Rules which states that a First-tier Tribunal may do anything at a case management discussion which it may do at a hearing including making a decision, I decided to grant the order without further procedure.

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.

Karen Moore

Legal Member/Chair

1 May 2017

Date