



**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/22/0475**

**Re: Property at 73 Chapel Street, Aberdeen, AB10 1SS ("the Property")**

**Parties:**

**Mr Christopher McIntyre, 73 Chapel Street, Aberdeen, AB10 1SS ("the Applicant")**

**Mr Logan Sword and Miss Kennedy Boyle, 10 Littlewood Gardens, Montrose,  
DD10 9LX; TFL 430 Holburn Street, Aberdeen, AB10 7GY ("the Respondents")**

**Tribunal Members:**

**Gillian Buchanan (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the  
Tribunal") determined that:-**

A Case Management Discussion ("CMD") took place by telephone conference on 15 June 2022.  
All parties were personally present.

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the  
Tribunal") determined that:-**

**The Case Management Discussion**

The following matters were not in dispute:-

- i. That the Respondents leased the Property from the Applicant in terms of a Short Assured Tenancy Agreement dated 8 May 2018 and which commenced on 1 June 2018 ("the SAT").
- ii. That in terms of the SAT rent was payable at £700 per calendar month in advance.
- iii. That the First Respondent moved out the Property in March 2021.
- iv. That thereafter in or around March or April 2021 the Applicant and the Second Respondent agreed that the monthly rent would reduce to £550 per month for the period April to (and including) August 2021.

- v. The Second Respondent vacated the Property on 9 October 2021.
- vi. The rent arrears due as at 9 October 2021 stood at £2,250.
- vii. The Second Respondent made payments of £100 to the Applicant on each of 3 May and 3 June 2022, reducing the balance due to £2,050.

In addition to the application, the Tribunal had regard to the following oral submissions:-

*For the Applicant –*

Mr McIntyre made the following representations:-

- i. That The First Respondent had not returned the key to the Property.
- ii. That £200 was agreed as being the rent due for the period 1 to 9 October 2021.
- iii. That he has been in recent discussions with the Second Respondent who has stated she will pay £100 at the beginning of each month and extra sums over and above if overtime is available to her at work.
- iv. He is seeking an order for payment of £2,050.
- v. That he is happy to accept an instalment arrangement of £100 per month from the Second Respondent and seek no order against the First Respondent.

*For the First Respondent:-*

Mr Sword made the following representations:-

- i. That he paid the rent due in March 2021 in full notwithstanding his removal from the Property.
- ii. That he made the Applicant aware of his removal from the Property.
- iii. That the Applicant and the Second Respondent agreed the rent reduction but no new lease was drawn up.
- iv. That he has had no subsequent contact with the Second Respondent and very little with the Applicant.

*For the Second Respondent:-*

Ms Boyle made the following representations:-

- i. That she lived in the Property alone after the First Respondent moved out in March 2021.
- ii. That the Rent Statement lodged by the Applicant is correct.
- iii. That she has set up a standing order to pay the Applicant £100 per month on the third day of each month.
- iv. That she works for the NHS and extra wages are available to her by working nightshift or at weekends. This will vary from month to month. She will pay more if she can.
- v. That she is responsible for the rent due from April 2021 not the First Respondent.

## **Findings in Fact**

The Tribunal makes the following findings in fact:-

- i. That the Respondents leased the Property from the Applicant in terms of the SAT.
- ii. That in terms of the SAT rent is payable at £700 per calendar month in advance.
- iii. That between April and August 2021 (inclusive) the rent was agreed to be reduced to £550 per calendar month.
- iv. That rent arrears of £2,050 are due and payable to the Applicant.
- v. That the Second Respondent accepts liability for the rent arrears due.
- vi. That the Applicant and the Second Respondent have agreed that the arrears will be repaid by monthly instalments of £100 payable on the 3<sup>rd</sup> day of each month and with the next payment being due on 3 July 2022.

- vii. That the Applicant does not insist on an order against the First Respondent.

### **Reasons for Decision**

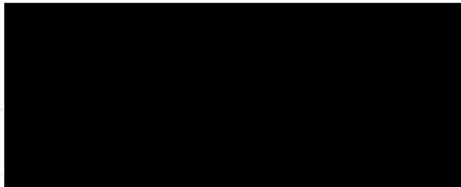
On essential matters the factual position was not in dispute between the parties. The rent arrears were admitted to be due. In these circumstances an order for payment required to be made. Given the agreement between the Applicant and the Second Respondent that the arrears can be cleared at monthly instalments of £100 it was appropriate to reflect that in a time to pay direction. The Second Respondent has already shown good faith in the arrangement and has made two payments.

### **Decision**

The Second Respondent is ordered to pay to the Applicant £2,050 and the tribunal makes a time to pay direction under Section 1(1) of the Debtors (Scotland) Act 1987 requiring that sum to be paid by instalments of £100 per month until the full amount has been paid. The first payment must be made no later than 3 July 2022.

### **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.**



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**Legal Member/Chair**

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**Date: 15 June 2022**