



**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 (Procedure) Regulations 2017, as amended (“the Regulations”)**

**Chamber Ref: FTS/HPC/CV/24/4982**

**Re: Property at Cardon Square, 9, Flat 1/1, Glasgow, PA4 8BY (“the Property”)**

**Parties:**

**Mr Sean Corringham, 142 Ananasweg, Leiden, Zuid, 2321DC, The Netherlands (“the Applicant”)**

**Mr James Hamilton, 1 Caol Court, East Kilbride, Glasgow, G74 5DB (“the Respondent”)**

**Tribunal Members:**

**Nicola Weir (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent in the sum of £3,007.59 should be made in favour of the Applicant, subject to a Time to Pay Direction.**

**Background**

1. By application received on 7 October 2024, the Applicant applied to the Tribunal for an order for payment of rent arrears of £3,007.59 against the Respondent. Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement and a rent statement.
2. Following initial procedure, on 30 January 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.

3. A Case Management Discussion (“CMD”) was fixed for 15 July 2025. The application and details of the CMD fixed were served on the Respondent by Sheriff Officer on 15 April 2025. In terms of said notification, the Respondent was given an opportunity to lodge written representations. No representations were lodged prior to the CMD.

### **Case Management Discussion**

4. The CMD took place by telephone conference call on 15 July 2025 at 2pm. It was attended by the Applicant’s representative, Mr Harry Ferguson of Western Lettings and by the Respondent, Mr James Hamilton.
5. Following introductions and introductory remarks by the Legal Member, Mr Hamilton was asked to confirm his position in relation to the application. Mr Hamilton explained that he had only received the papers recently as he lives with his father, who has the same name, and the Sheriff Officers had served the papers on his father, who had then forgotten to inform the Respondent. He said that he had tried to speak to the letting agent to explain but did not get through to them. He admits that the sum claimed is due and offered to pay it off at the rate of £1,000 per month. Mr Hamilton explained that he had lost his job and was having problems previously, but that he now has everything sorted out and is able to pay. He apologised to the Applicant’s agent for the inconvenience.
6. Mr Ferguson confirmed that he had received a message that Mr Hamilton had called recently. He said that there was no issue with the rate offered, although has concerns that the payment schedule may not be adhered to by Mr Hamilton as there is a past history of payment offers which were not then made.
7. Mr Hamilton apologised again for this and reiterated that he can definitely afford to pay the amount offered and wanted to pay the debt off. He stated that his first payment would be made by 10 August 2025 which he confirmed ties in with his next pay-date.
8. The Legal Member explained how a ‘time to pay direction’ works, in that, if Mr Hamilton were to fail to adhere to the agreed payment schedule, the whole debt then becomes immediately due after two payments are missed. Mr Ferguson confirmed that, on that basis, this was agreed, although he requested that the first instalment payment be £1,007.59 and thereafter £1,000 per month, which would clear the debt in three payments. Mr Hamilton confirmed that he would arrange this.
9. The Legal Member confirmed that, as parties are in agreement, the payment order sought would be granted today, subject to the agreed payment schedule. The further procedure was explained and Mr Hamilton was advised to contact the Applicant’s agent immediately if he ran into any difficulties with his payments, as otherwise, the whole debt would become due and there was the likelihood that he would then be liable for further enforcement costs on top of

the debt. He confirmed he would do so. Parties were thanked for their attendance at the CMD and the CMD concluded.

### **Findings in Fact**

1. The Applicant is the owner and landlord of the Property.
2. The Respondent was the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 28 November 2023.
3. The tenancy ended on 27 September 2024.
4. The rent due in respect of the tenancy was £1,300 per calendar month.
5. There was a background of rent arrears in respect of the tenancy, with a rent payment being missed for March 2024 and then the last payment towards rent being made on 8 July 2024 in the sum of £2,000.
6. The rent arrears owing at the end of the tenancy amounted to £4,000.
7. The Applicant recovered the sum of £992.41 from the tenancy deposit which was applied to the rent arrears, reducing the balance owing to £3,007.59, which is the sum claimed in terms of this application.
8. The arrears currently owing still amount to £3,007.59.
9. The Respondent had been called upon to make payment of the rental arrears or enter into a satisfactory payment arrangement but had failed to do so.
10. The Respondent did not submit any written representations in advance of the CMD but did attend the CMD.
11. The Respondent admits the sum due and made a 'time to pay' offer which was agreed on behalf of the Applicant.
12. The sum of £3,007.59 is due and resting owing to the Applicant by the Respondent in respect of unpaid rent arising from this tenancy.

### **Reasons for Decision**

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation, particularly the tenancy agreement and rent statement and the further oral information provided at the CMD by the Applicant's representative and the Respondent.
2. The Tribunal found that the application was in order and that the original sum of £3,007.59 sought in terms of this application was owing by the Respondent

in respect of rent arrears. The Respondent admitted same and explained the reasons for the rent arrears and failure to resolve matters at the time.

3. The Tribunal accordingly determined that an order for payment in the above sum could properly be granted at the CMD as there were no facts in dispute nor any other requirement for an Evidential Hearing.
4. The Respondent made a 'time to pay' offer of £1,000 per calendar month. He stated that he was now back in employment and is able to afford payment at that rate. Following some further discussion, the Applicant's agent agreed to the payment proposal on behalf of the Applicant and further relevant details were agreed, as above.

### **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 Weir**

**Legal Member/Chair**

**15 July 2025**  
**Date**