



**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/22/0548**

**Re: Property at 80 Waterside, Irvine, KA12 8QJ (“the Property”)**

**Parties:**

**Mrs Elizabeth Crichton, Mas Nivera Poligono 2, Parcela 109 Apartado 32, Camarles 43894, Tarragona, Spain, Spain (“the Applicant”)**

**Miss Susan Hutchison, 80 Waterside, Irvine, KA12 8QJ (“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 seven hundred and fifty pounds (£9750) against the Respondent.**

**Background**

- 1 By application dated 25 February 2022, the Applicant sought an order for payment in the sum of £9750 against the Respondent. In support of the application the Applicant provided:-
  - (i) Private Residential Tenancy Agreement between the parties dated 22 February 2020 and 26 June 2020; and
  - (ii) Rent Statement showing arrears of £9750 as at 14 March 2022
- 2 By Notice of Acceptance of Application dated 1 April 2022 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 13 July 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's Representative subsequently submitted by email an updated rent statement showing arrears of £10,400 as at 1 June 2022.
- 4 A copy of the application paperwork together with details of the date, time and instructions for joining the teleconference was intimated upon the Respondent by Sheriff Officers. The Respondent contacted the Tribunal by email on 15 June 2022 to advise that she was seeking advice from Chap, a local housing advice agency. On 15 July 2022 the Tribunal received an email from Mr Alistair Meek from Chap who confirmed he had been instructed to represent the Respondent and would attend the Case Management Discussion on her behalf. He provided a mandate from the Respondent to this effect.
- 5 On 13<sup>th</sup> July 2022 the Applicant's Representative provided a further rent statement by email.

### **Case Management Discussion**

- 6 The Case Management Discussion took place on 15 June 2022. Mr Jeffrey Livingstone appeared on behalf of the Applicant. She was present on the call but not participating. Mr Alister Meek appeared on behalf of the Respondent who was not in attendance.
- 7 The Legal Member explained the purpose of the Case Management Discussion and asked parties to address the Tribunal on the application.
- 8 Mr Livingstone confirmed that the rent arrears had now increased to £12,350 and the Applicant sought payment of that sum. The Applicant and Respondent had been in communication with regards to resolving the matter and the Respondent had indicated she would clear the arrears but nothing had been paid. The Applicant was suffering financial hardship as a result of the loss of income.
- 9 Mr Meek confirmed that the Respondent accepted the balance of £12,350. She had agreed to engage with the complex debt service provided by Chap, as she had other debts. Once she had gone through her finances with Chap debt advisors, she would be in a position to agree a payment plan. Mr Meek advised that he sought a continuation of the Case Management Discussion to allow time for the Respondent to present a reasonable plan for payment of the arrears. In response to questions from the Tribunal Mr Meek explained that the Respondent's debts were substantial. He was unable to say whether the Respondent would be able to make any inroads into the arrears, in the event of a continuation, as she had not yet attended her appointment with the debt team, which was scheduled for 4<sup>th</sup> August.

10 Mr Livingstone advised that he would oppose a continuation and seek the order to protect the Applicant's position. This would not prevent the Respondent from putting forward a payment plan in due course which the Applicant would consider.

### **Findings in Fact and Law**

11 The parties entered into a Private Residential Tenancy Agreement which commenced on 26 June 2019.

12 The tenancy between the parties was a private residential tenancy as defined by section 1 of the 2016 Act.

13 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £650 per calendar month.

14 As at 13<sup>th</sup> July 2022 the sum of £12,350 in outstanding rent is due to the Applicant by the Respondent in terms of Clause 8 of the said Tenancy Agreement.

15 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

### **Reasons for Decision**

16 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.

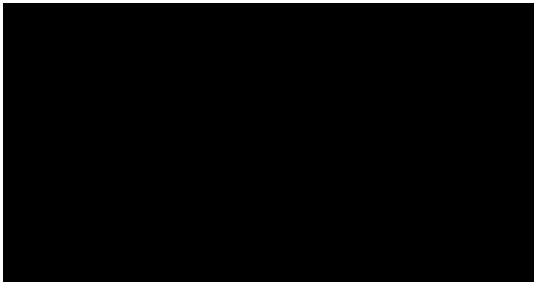
17 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £12,350. The Tribunal was content to amend the sum sought in the application to reflect the current figure on the basis that the Respondent had no objection at the Case Management Discussion.

18 The Tribunal considered Mr Meek's request for a continuation, however in view of the level of the debt the Tribunal considered that this would likely prejudice the Applicant's position. It was clear that the Respondent did not dispute the level of arrears and the Applicant was entitled to recover the debt owed. The Tribunal would however highlight that the granting of the order would not prevent parties from continuing discussions with a view to reaching an agreement regarding repayment.

19 The Tribunal therefore made an order for payment against the Respondent in the sum of £12,350. 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.



Legal Member/Chair

13 July 2022

---

Date