



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies)(Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/20/0412**

**Re: Property at 78 Thurso Crescent, Dundee, DD2 4AW (“the Property”)**

**Parties:**

**Mr Nigel Squire, c/o Lexy Group, 29A North William Street, Dundee, DD3 7DB (“the Applicant”)**

**Mr Thomas Allison, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Mary-Claire Kelly (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of TWO THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£2750.00) with interest thereon at the rate of eight per cent per annum from the date of the order.**

**Background**

1. By application dated 4<sup>th</sup> February 2020 the applicant sought an order for payment of £2250 unpaid rent, £500 for legal costs incurred in the raising of the application plus interest at the rate of 8% on the amount sought.
2. The applicant had lodged with the application a copy signed tenancy agreement and rent statement showing arrears of rent of £2250 as at 6<sup>th</sup> January 2020.
3. The applicant had removed from the property on or around January 2020. Service of the application was attempted at an address provided by the applicant. Service was unsuccessful by Sheriff Officers and service was subsequently made by advertisement on the tribunal’s website in terms of rule 6A.

**Case Management Discussion**

4. A case management discussion (“cmd”) was held on 14<sup>th</sup> September 2020 by teleconference. The applicant was represented by Mr Campbell, solicitor from

Campbell Boath Solicitors. The respondent was not present or represented. The tribunal was satisfied that the respondent had been given reasonable notice of the cmd and proceeded with the cmd in his absence in terms of rule 29.

5. Mr Campbell confirmed that the respondent had removed from the property on or around January 2020. As at that date the outstanding rent had been £2250. The rent charged by the landlord was £450 per month which was less than the figure of £475 set out in the tenancy agreement. Mr Campbell advised that the reduced rent had been agreed between the parties. The rent outstanding was for a five month period from September 2019 to January 2020. Mr Campbell confirmed that no payment had been received from the respondent since he removed from the property.
6. Mr Campbell referred to paragraph 8 of the tenancy agreement which states "*Interest on late payment of rent may be charged by the landlord at eight per cent per year from the date on which the rent is due until payment is made. The Tenant shall be held liable for any further reasonable cost incurred by the Landlord through the Tenant's failure to pay rent on time including.... any expense incurred by the Landlord in pursuing the Tenant for payment of said unpaid rent, legal or otherwise.*" Mr Campbell sought to rely on this clause in seeking interest at the rate of eight per cent per annum and payment of £500 for the legal costs due to his firm for work done to raise the action.

### **Findings in fact**

7. The parties entered into a Private Residential Tenancy agreement in respect of the property with a commencement date of 1<sup>st</sup> December 2017.
8. The agreed rent due in respect of the lease was £450 per month.
9. As at 6<sup>th</sup> January 2020 there was outstanding rent arrears of £2250.
10. Paragraph 8 of the lease states that interest will be paid on outstanding rent at the rate of 8% per year.
11. Paragraph 8 of the lease states that the tenant shall be liable for reasonable costs arising from unpaid rent including legal expenses.

### **Reasons for the Decision**

12. The Tribunal had regard to the tenancy agreement and rent account lodged by the applicant and Mr Campbell's submissions.
13. In the absence of any opposition by the respondent the Tribunal were satisfied that the amount sought was lawfully due in respect of unpaid rent, legal costs and interest.

### **Decision**

The Tribunal determined to grant an order for payment in the sum of £2750 with interest thereon at the rate of eight per cent per annum from the date of the order.

### **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.**

**Date: 14<sup>th</sup> September 2020**

**Legal Member/Chair**