



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 (“the Act”)

Chamber Ref: FTS/HPC/CV/25/4102

Re: Property at 26 Innerwood Road, Kilwinning, Ayrshire, KA13 7DX (“the Property”)

Parties:

Mr Alan Easton, 51 Kilnford Crescent, Dundonald, KA2 9DN (“the Applicant”)

Miss Andrea Harris, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent of the sum of THREE THOUSAND EIGHT HUNDRED AND FORTY POUNDS (£3,840) be granted in favour of the Applicant.

Background

1. An application was received from the Applicant’s legal representative on 25 September 2025 seeking a payment order in terms of rule 70 (Application for civil proceedings in relation to an assured tenancy under the Housing (Scotland) Act 1988) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). A tenancy agreement, rent statement, and correspondence to the Respondent were lodged with the application.
2. A related application for eviction had been lodged at that time also however this was subsequently withdrawn on or around 02 February 2026 as a consequence of the Respondent having returned the keys for the Property.

3. Efforts were made by or on behalf of the Applicant to trace the Respondent however their whereabouts were unknown. An application for service by advertisement was submitted to the Housing and Property Chamber by the Applicant's solicitor supported by a negative trace report from Sheriff Officers dated 26 February 2026 which was granted by the tribunal. Service upon the Respondent was by means of advertisement of the requisite information on the Housing and Property Chamber website for a period not less than 14 days, and in accordance with rule 6A of Schedule 1 to the 2017 rules. Parties were notified that a case management discussion ("CMD") was arranged to take place by telephone conference call on 10 April 2026 at 10am and that they were required to participate.
4. Prior to the CMD, on 2nd April 2026, the Applicant's representative submitted an updated rent statement and relative form to the Housing and Property Chamber seeking to adjust the principal sum to £3,994.84 in respect of unpaid rent to the end of January 2026. On 7th April 2026, a further submission was lodged by the Applicant's solicitor attaching documents relating to additional expenditures apparently incurred by the Applicant in relation to the Property. Both emails dated 2nd April and 7th April 2026 were copied to the Respondent's email address.
5. The CMD took place on 10 April 2026. The Applicant was not present but was represented by Ms Archibald, of Wallace Hodge & Company Limited, solicitors. Ms Archibald's trainee solicitor colleague was also present to observe the CMD but did not participate. The Respondent did not participate. No written representations or time to pay application were received from the Respondent prior to the CMD. For the avoidance of doubt the following constitutes a summary of the key elements of the discussion and is not a verbatim account of the proceedings.

Summary of Discussion at CMD

6. Ms Archibald told the Tribunal that the present application was originally lodged alongside an eviction application which had been withdrawn following upon her firm's receipt of an email from the Applicant's property management agent, Lomond, dated 30 January 2026 stating the Respondent had returned the keys to the Property.
7. Ms Archibald stated the Respondent had moved into the Property on 05 September 2014 in terms of the tenancy agreement, there had been periods throughout the tenancy when the Respondent had fallen into arrears of rent, the last payment made to the rent account had been on or around 25 April 2025 and the arrears had been increasing since. At the time the present application was lodged the arrears were £2,400 and at the end of January 2026 the outstanding unpaid rent was £3,994.84. In response to the tribunal Ms Archibald stated the Respondent is believed to have moved out during January 2026 but she was unable to confirm the actual date, nor indeed what date the keys had been delivered to the Applicant's property management agent however it was believed the Property was recovered by the Applicant towards

the end of the month. Ms Archibald confirmed the figure £3,840 at 20 December 2025 in the updated rent statement related to rent due by the Respondent to and including 19 January 2026. In response to the tribunal, Ms Archibald did not have information on why the initial rent in the tenancy agreement was stated to be £600 per calendar month payable in advance on 5th of the month, yet for the entirety of the entries in the rent account statements produced in the present application the monthly rent was stated to be £480 per calendar month on 20th of the month however it was believed that the tenancy arrangement had been previously been handled by a different property management agent. Ms Archibald stated that no information had been provided to her in relation to whether or not the Respondent was in receipt of any benefits to meet her rent obligation. Ms Archibald explained the applicant's property management agent had indicated to her they had continued to make efforts to contact the Respondent in relation to the arrears of rent and had spoken to the Respondent by telephone following upon an email they had sent to the Respondent on or around 19 November 2025 which stated the unpaid rent was £2,880. During that telephone call, the property management agent stated the Respondent had indicated she would not be paying any more rent. The last payment by the Respondent to the rent account was on 25 April 2025. The documents lodged with the Housing and Property Chamber on 07 April 2026 in relation to additional expenditures incurred by the Applicant in relation to the Property were not examined.

8. Ms Archibald provided details of the Applicant's family and financial circumstances including the adverse impact upon the Applicant that the Respondent's non-payment of the rent had had on them. The Applicant has four other properties however they no longer want to be a landlord and the Property is currently being marketed for sale.

Findings in Fact

9. The Applicant is the owner and landlord of the property.
10. The Respondent is the tenant of the property in terms of a tenancy agreement which commenced on 05 September 2014.
11. The initial calendar monthly rental was £600 however from at least 2023 he Respondent was due to pay rent in advance at a lower rate of £480 per calendar month.
12. The Respondent's last payment to the rent account was 25 April 2025 and the Respondent has accumulated arrears of rent since that date.
13. The Respondent currently owes £3,840 in unpaid rent to 19 January 2026.
14. The Applicant issued letters to the Respondent in compliance with the rent arrears pre action protocol.
15. The Respondent has failed to engage with the Applicant's property management agent Lomond or offer any explanation for the arrears.

16. The Respondent is no longer residing in the Property having returned their keys for the Property to Lomond, and the Property is now being marketed for sale.

Reasons for decision

1. The Tribunal accepted the unchallenged evidence of the Applicant regarding the sum of arrears of rent remaining due and unpaid by the Respondent.
2. The Tribunal also exercised the power within rule 17 of the 2017 rules and determined that a decision should be made at the CMD without a hearing.
3. The Tribunal was satisfied from the evidence before it that the Respondent owed the Applicant £3,840 in unpaid rent to 19 January 2026. It therefore grants an order for payment by the Respondent to the Applicant for that amount.

Decision

The Tribunal grants an order for payment by the Respondent to the Applicant of the sum of £3,840.

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.

Elaine Paton, Legal Member
Elaine Paton

Date: 10 April 2026