



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

Chamber Ref: FTS/HPC/CV/25/3740

Re: Property at 18 Fireclay Walk, Edinburgh, EH15 3FH (“the Property”)

Parties:

Ross Adamson, 4 Neptune Road, Barry, CF62 5BR (“the Applicant”)

Ashleigh Stewart, 18 Fireclay Walk, Edinburgh, EH15 3FH (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member) and Ann Moore (Ordinary 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 NINE THOUSAND FOUR HUNDRED AND ELEVEN POUNDS AND TWENTY-FIVE PENCE (£9,411.25) with interest at 4% per annum be granted in favour of the Applicant.

Background

1. An application was received from the Applicant’s legal representative on 01 September 2025 seeking a payment order in terms of rule 111 (Application for civil proceedings in relation to a private residential tenancy) 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 rent review notice with accompanying evidence of service upon the Respondent were lodged with the application.
2. A copy of the application was served on the Respondent by Sheriff Officer on 04 February 2026, together with the related eviction application (EV/25/3732)

under rule 109 of the 2017 rules, which included evidence of compliance with the rent arrears pre-action protocol. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 19 March 2026 at 10am and that they were required to participate.

3. Prior to the CMD, on 5th March 2026, the Applicant’s representative submitted an updated rent statement and a request to amend the application adjusting the principal sum to £9,411.25 in respect of arrears of rent to 01 March 2026, maintaining a claim of interest at 4% per annum payable on that arrears figure and revising a claim for a fixed fee of expenses restricted to £480, the detail of which expense sum was comprised within the detail of invoices produced at the same time. The request to amend the application with accompanying documents including updated rent statement and invoices was copied and sent to the Respondent by the First-Tier Tribunal.
4. The CMD took place on 19 March 2026. The Applicant was not present but was represented by Mr Gray, Senior Accredited Paralegal of Gilson Gray LLP. The Respondent did not participate. No written representations or time to pay application were received from the Respondent prior to the CMD. The application for an eviction order under Chamber reference EV/25/3732 was also discussed.

Summary of Discussion at CMD

5. Mr Gray told the Tribunal that the Respondent is still believed to be living at the property and it was his understanding the Respondent was awaiting the outcome of the accompanying eviction proceedings (EV/25/3732) with a view to obtaining assistance from the local authority regarding her housing options. The basis of Mr Gray’s understanding was from his conversation with the Property Management company and having received a telephone call from Edinburgh City Council seeking an update regarding the eviction proceedings following upon the local authority’s receipt of as the Section 11 notice regarding the property and tenant.
6. The Tribunal noted the Private Residential Tenancy agreement lodged with the application states the tenancy started on 20 November 2020, with an initial rent of £975 per calendar month due in advance. Also lodged was a Rent Increase Notice dated 21 August 2023 and email to the Respondent of even date attaching that Rent Increase Notice which stated the rent would increase to £1,004.25 on 01 December 2023. A tenant spreadsheet document and copy rent statement produced with the eviction application demonstrated there were three consecutive months arrears of rent when a Notice to Leave was served upon the Respondent on 03 March 2025. Pre-action protocol email correspondences dated 14, 22 and 25 August 2025 were sent to the Respondent regarding her arrears of rent. Mr Gray told the Tribunal the last payment the Respondent had made to her rent account was in November 2025, and the arrears of unpaid rent were £9,411.25 to 01 March 2026, both points evidenced in the updated rent statement lodged on 5th March 2026. Mr Gray confirmed the Applicant wished the Tribunal to grant an order for

payment in the increased principal sum together with interest payable thereon and a fixed sum of expenses.

7. Mr Gray told the Tribunal that the Applicant owns one rental property only, being the Property. Mr Gray submitted that the Applicant and his spouse rely on the rental income from the Property to meet their own monthly expenses including their own residential mortgage; the Applicant's employment status is uncertain due to announcements of closures and redundancies at his workplace placing him at risk of financial hardship; and the ongoing arrears together with costs of remedial and/or renovation works to achieve a habitable standard in the event of securing vacant possession at a later date mean the Applicant cannot continue to sustain the present position.
8. In relation to the Respondent's circumstances, and in response to the Tribunal, Mr Gray submitted the Applicant has had no direct discussion with the Respondent as all contact with her was handled by the Property Management agent. However, the Respondent is believed to be approximately 36 years old; resides alone at the Property; operates her own hairdressing business in central Edinburgh; and the Applicant is unaware of the Respondent claiming any benefits to supplement her rent, nor if she may have any disability or be considered vulnerable.

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 private residential tenancy agreement which commenced on 20 November 2020.
11. The initial calendar monthly rental was £975. Following a Rent Increase effective on 01 December 2023, the Respondent is now due to pay rent in advance at the rate of £1,004.25 per calendar month.
12. The Respondent has been in arrears of rent since March 2025, and no payments have been made to the rent account since 7 November 2025.
13. The Respondent currently owes £9,411.25 in unpaid rent.
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 or offer any explanation for the arrears.
16. The Respondent resided at the property alone when the tenancy commenced and is occupying the property, still believed to be residing there alone.

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 £9,411.25 in unpaid rent to 01 March 2026. It therefore grants an order for payment by the Respondent to the Applicant for that amount.
4. The Tribunal then considered the Applicant's request for interest to be granted on the sum of unpaid rent at a rate of 4% per annum. In absence of any provision for interest in the tenancy agreement the Tribunal was referred to Rule 41(A) of the 2017 rules which states "(1) The First-tier Tribunal may include interest when making an order for payment. (2) Where paragraph (1) applies, the interest is to be at the rate either- (a) stated in the relevant tenancy agreement, or (b) ordered by the First-tier Tribunal, and running from the date of the decision of the First-tier Tribunal." The Tribunal placed weight upon the circumstances of the Applicant and his spouse against the apparent failure of the Respondent to engage in compliance with her tenancy conditions and considered it reasonable to grant interest in terms of rule 41A (2) of the 2017 rules. Therefore, the Tribunal grants interest payable on the principal sum at 4% per annum from the date of its decision until paid.
5. In relation to the Applicant's request for a sum of £480 regarding fixed fees for expenses relating to the pursuance of recovery of arrears of rent, the Tribunal was referred to clause 37 of the tenancy agreement and to invoices issued to the Applicant regarding costs associated with recovery due to the Respondent's non-payment of rent. The Tribunal declined to grant a sum in respect of the costs of proceedings in the First-Tier Tribunal as it was open to the Applicant to attend the hearing to put forward his position however he opted instead to be represented by his legal representative.

Decision

The Tribunal grants an order for payment by the Respondent to the Applicant of the sum of £9,411.25 with interest at 4% per annum until paid.

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

19 March 2026