



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/25/3669

Re: Property at 8 Oxfords Terrace, Edinburgh, EH13 9BY (“the Property”)

Parties:

Mactaggart & Mickel Homes LTD, 1 Atlantic Quay, 1 Robertson Street, Glasgow, G2 8BJ (“the Applicant”)

Heather McDonald, 23 Magdalene Gardens, Edinburgh, EH15 3DG; and Liam Brash, 23 Magdalene Gardens, Edinburgh, EH15 3DG (“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 NINE HUNDRED AND FIFTY POUNDS AND FORTY-SIX PENCE (£3,950.46) be granted in favour of the Applicant.

Background

1. An application was received from the Applicant’s representative on 26 August 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, rent review notices, letter of authority, and trace report were lodged with the application.
2. A copy of the application was served on each Respondent personally by Sheriff Officer on 13 March 2026 at their current address. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 29 April 2026 at 2pm and that they were

required to participate. The parties were invited to make written representations and lodge any documents being relied upon in advance of the CMD.

3. The CMD took place on 29 April 2026 at 2pm. The Applicant was not present but was represented by Mr James Sloan of DJ Alexander Lettings Ltd (“DJ Alexander”) the Applicant company’s property management agent. 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

4. Mr Sloan told the Tribunal that his company DJ Alexander handles approximately 400 properties for the Applicant company and a letter of authority dated 31 May 2024 had been signed on behalf of the Applicant authorising DJ Alexander to handle matters in relation to the present application. In response to the tribunal Mr Sloan clarified that the reference number in the letter of authority related to the company landlord, whereas the rent statement states the tenant reference.
5. Mr Sloan stated that the application related to unpaid rent accrued by the Applicant’s former tenant, the Respondent, in relation to the Property and the Applicant was seeking a payment order in the sum £3,950.46 representing the level of unpaid rent due by the Respondent when their tenancy ended.
6. The tribunal noted the Private Residential Tenancy agreement lodged with the application states the tenancy started on 22 March 2021, with an initial rent of £825 per calendar month due in advance, on 22nd of the month. Mr Sloan confirmed the tenancy commenced on that date and stated that the deposit due by the Respondent was also £825. Also lodged with the application were two Rent Increase Notices: the first dated 01 April 2023 taking effect on 22 July 2023 and the second dated 01 April 2024 taking effect on 22 July 2024, and a rent statement in relation to the Respondent. In response to the tribunal, Mr Sloan clarified that the “Opening Balance” entries on the rent statement produced commenced on 14 March 2022 (approaching a year later than the tenancy start date) as his company DJ Alexander had merged in 2022 with another letting agent, namely Lomond Group, and the companies operated on different recording systems therefore the company’s tenancy information had to be transferred to a different system as a consequence of the merger arrangements. The Respondent’s rent account entries at that time demonstrated a credit balance of £689.77 at 28 March 2022. Mr Sloan confirmed that the Respondent was in receipt of monthly housing benefit of £412.50 from the City of Edinburgh Council (“CEC”) and the Respondent had made regular monthly payments of £425 in addition to meet their rental obligation, with both of these payments noted at 28 March 2022 also. The £412.50 housing benefit payments from CEC and the £425 payments from the Respondent continued to be received into the rent account through the remainder of 2022, all of 2023 (including on 22 July 2023 and subsequently)

into 2024, continuing until 09 May 2024. The last payment by the Respondent into their rent account was £425 on or around 09 May 2024. The £412.50 housing benefit payments from CEC continued to be paid into the rent account until 30 September 2024.

7. In response to the tribunal, Mr Sloan stated that DJ Alexander followed pre-action protocols in relation to arrears of rent with the tenants. Mr Sloan explained DJ Alexander make numerous efforts to engage their tenants when they fall into arrears and they liaise with the landlord also as it is understood tenants' circumstances change, individuals may find themselves out of work or falling on hard times. Mr Sloan continued to explain DJ Alexander send five messages via text, seven emails, and make efforts to reach tenants via telephone in addition to protocol and pre-action letters as well as carrying out visits to the property, particularly in relation to the issue of the second pre-action protocol letter. On checking his system during the CMD, and in response to the tribunal as to when the Respondent left the Property, Mr Sloan stated efforts had been made to engage the Respondent and indeed an eviction application had been lodged with the First-tier Tribunal Housing and Property Chamber under Chamber reference: FHS/HPC/EV/25/0058, a matter that had been dealt with by his colleague. Mr Sloan stated the Respondent left the Property on 19 February 2025. In response to the tribunal, Mr Sloan stated the rental sum of £592.27 at 22 November 2024 shown in the rent statement represented the sum of rent due by the Respondent for the period to 22 November 2024 to 11 December 2024, the latter date being when the Respondent had been expected to leave the Property, following upon service of a Notice to Leave. Mr Sloan provided explanation for other adjustment entries detailed on the Rent Statement and also regarding the changeover of tenancy deposit scheme provider regarding the Respondent's deposit, concluding that the rent due by the Respondent at the date they left the Property was £3,950.46.

Findings in Fact

8. The Applicant company is the owner of the Property.
9. The Applicant was the landlord and the Respondent was the tenant of the Property in terms of a private residential tenancy agreement which commenced on 22 March 2021.
10. The initial rent was £825 which was payable calendar monthly in advance on 22nd of the month.
11. A Rent Increase Notice dated 01 April 2023 was issued to the Respondent stating the rent would be increased to £849.75 on 22 July 2023. A further Rent Increase Notice dated 01 April 2024 was issued to the Respondent stating the rent would be increased to £900.74 on 22 July 2024. Both increased rental sums were reflected in the rent account statement.
12. The Respondent was in receipt of housing benefit of £412.50 per month paid by City of Edinburgh Council and credited to the Respondent's rent account.

The Respondent made regular monthly payments of £425 until 09 May 2024. The Respondent made no further payments to their rent account however housing benefit payments continued to be paid and credited to the rent account until 30 September 2024.

13. The Respondent left the Property on or around 19 February 2025.

14. After the Respondent left the Property, the Applicant's property management agent D J Alexander had obtained a trace report from sheriff officer firm 'Nelson James LLP' of Livingston (and Aberdeen) dated 12 August 2025 which confirmed the Respondent's new address.

15. At the instance of the Housing and Property Chamber administration, Sheriff Officers effected service of the application papers upon both respondents personally on 13 March 2026 at their new address as identified via the trace report produced.

Reasons for decision

16. The Tribunal accepted the unchallenged evidence of the Applicant regarding the sum of arrears of rent remaining due and unpaid by the Respondent.

17. 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.

18. The Tribunal was satisfied from the evidence before it that the Respondent owed the Applicant £3,950.46 in unpaid rent to 19 February 2025. 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 £3,950.46.

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

29 April 2026