



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

**Chamber Ref: FTS/HPC/CV/25/5242**

**Re: Property at 6A Crown Gardens, Dowanhill, Glasgow, G12 9HJ (“the Property”)**

**Parties:**

**Carroll Properties LTD, C/O Thomas Barrie & Co, C.A Atlantic House, 1A Cadogan Street, Glasgow, G2 6QE (“the Applicant”)**

**Dr Louise Prendergast, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to pay the Applicant the sum of Four thousand eight hundred and nineteen pounds and fifty six pence (£4819.56) under the terms of the private residential tenancy agreement between the parties.

The Tribunal therefore made an order for payment in the sum of £4819.56

The Tribunal further determined to exercise its discretion under Rule 41A of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and award interest at the rate of 8% per annum from the date of this decision until payment.

**Background**

- 1 This is an application for a payment order under rule 111 of the Rules and section 71 of the 2016 Act. The Applicant sought to recover rent unpaid by the Respondent arising from the private residential tenancy between the parties.
- 2 The application was accepted as valid and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take

place on 17 June 2026 at 2pm. The Tribunal gave notice of the CMD to the parties in accordance with rule 17(2) of the Rules. Said notice was served upon the Respondent by advertisement on the Tribunal's website between 13 May 2026 and 17 June 2026 as her whereabouts could not be traced. An email was sent to the Respondent at the address provided by the Applicant notifying her of the advertisement.

- 3 In terms of the aforementioned notice, the Respondent was asked to make written representations in response to the application. No written representations were received from the Respondent.

### **The CMD**

- 4 The CMD took place on 17 June at 2pm by teleconference. Miss Simone Callaghan of TC Young Solicitors represented the Applicant. The Respondent did not join the call. The tribunal noted that she had received proper notice of the CMD under rules 6A and 17(2) of the Rules. She had not provided any written representations nor any explanation for her failure to attend. The notice had clearly stated that the tribunal may proceed to a decision on the application at the CMD. The tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in her absence.

- 5 The tribunal had the following documents before it:-

- (i) Form F application and supporting documents including the tenancy agreement and rent statement.
- (ii) Application for service by advertisement and accompanying trace report from sheriff officers.
- (iii) Sasine Search Sheet confirming the Applicant's ownership of the property.
- (iv) Proof of the Applicant's landlord registration.

- 6 The tribunal heard submissions from Miss Callaghan on the application. She confirmed that the Applicant sought the sum of £4819.56, which was the balance of rent arrears outstanding at the end of the tenancy, following deduction of the deposit. The Applicant had made efforts to resolve the arrears with the Respondent prior to making the application to the Tribunal to no avail.

### **Findings in fact and law**

- 7 The Applicant is the owner and landlord, and the Respondent was the tenant, of the property in accordance with a private residential tenancy agreement.
- 8 The rent due under the tenancy agreement was £995 per month.
- 9 The Respondent failed to pay rent as agreed.

- 10 The tenancy between the parties terminated on 15 July 2025.
- 11 As at the date of termination of the tenancy rent arrears of £4819.56 had accrued, following deduction of the tenancy deposit.
- 12 Despite repeated requests the Respondent has failed to make payment of the arrears to the Applicant.
- 13 The Respondent is liable to pay the sum of £4819.56 to the Applicant under the terms of the tenancy agreement between the parties.

### **Reasons for decision**

- 14 The tribunal was satisfied that it had sufficient information to reach a decision at the CMD in the absence of a hearing and that to do so would not be contrary to the interests of the parties in this case. The Respondent had not sought to oppose the application. As such there was no contradictory evidence before the tribunal.
- 15 The tribunal was satisfied based on the tenancy agreement produced that the Respondent had an obligation to pay the Applicant the sum of £995 per month by way of rent and had failed to do so, resulting in an arrears balance of £4819.56. The tribunal was further satisfied that the Applicant had made efforts to recover the arrears from the Respondent prior to making this application to the Tribunal.
- 16 The tribunal therefore determined that the Respondent is due to pay the sum of £4819.56 to the Applicant and made an order for payment in those terms.
- 17 The tribunal further determined to exercise its discretion under Rule 41A of the Rules and award interest at the rate of 8% per annum from the date of this decision until payment.

### **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.**

# R.O'Hare

17 June 2026

Legal Member/Chair

Date

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