

Housing and Property Chamber
First-tier Tribunal for Scotland



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 (“2016 Act”)

Chamber Ref: FTS/HPC/CV/25/4169

**Re: 46 Friarscourt Avenue, Glasgow, G13 2EL
 (“the Property”)**

Parties:

**Mrs Irene Hughes, 65 Hazelwood Avenue, Newton Mearns, Glasgow, G77 5QT
 (“the Applicant”)**

**Mr Nathan McAuley, formerly of 46 Friarscourt Avenue, Glasgow, G13 2EL and now of an unknown address (“the First Respondent”); and
 Miss Hayley Dunbar, formerly of 46 Friarscourt Avenue, Glasgow, G13 2EL and now of an unknown address (“the Second Respondent”)
 (together the First Respondent and the Second Respondent are referred to as “the Respondents”)**

Tribunal Member:

Pamela Woodman (Legal Member)

Present:

The case management discussion took place at 10am on Thursday 25 June 2026 by teleconference call (**“the CMD”**). The Applicant was not present but was represented by Mr Mark Coll of Western Lettings. The First Respondent was neither present nor represented. The Second Respondent was present. The clerk to the Tribunal was Leah Graham.

Decision (in the absence of the First Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that:

- (a) an order for payment in the sum of £1,449.59 be granted in favour of the Applicant against the First Respondent; and**

(b) an order for payment in the sum of £249.59 be granted in favour of the Applicant against the Second Respondent.

BACKGROUND

1. An application had been made to the Tribunal under section 71(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 111 (*Application for civil proceedings in relation to a private residential tenancy*) of the HPC Rules.
2. The order sought from the Tribunal was a payment order against the Respondents.
3. The application form dated 30 September 2025 was accompanied by copies of:
 - a. the private residential tenancy agreement between the Applicant and the Respondents dated 1 and 2 October 2020 (“**Tenancy Agreement**”);
 - b. rent statement of account dated 30 September 2025, showing rent arrears of £2,299.18 as at 27 March 2025 (“**Rent Statement**”).
4. A notice of acceptance of the application was issued dated 3 December 2025 under rule 9 of the HPC Rules, confirming that the application paperwork had been received between 30 September 2025 and 10 November 2025.
5. The Tribunal was satisfied that the Respondents had been served with notice of the CMD by way of advertisement in accordance with HPC Rule 6A and, accordingly, that the CMD could proceed in the absence of the Respondents. In addition, and whilst not required in order to meet the requirements of HPC Rule 6A, the Tribunal noted that the Tribunal’s administration team had notified each Respondent (by e-mail to the respective e-mail address for them as noted in the Tenancy Agreement) of the public notice of the CMD being placed on the Housing and Property Chamber website.
6. The Respondents had not provided written representations in advance of the CMD.
7. This decision arises out of the CMD.

PROCEEDINGS

8. The Second Respondent explained that she and the First Respondent had been splitting the rent under the Tenancy Agreement for the tenancy of the Property.
9. The Second Respondent noted that she had moved out of the Property at the end of November 2024 and had posted the keys back to the letting agents but was unsure if they had been received. She noted that she understood the First Respondent to have moved out of the Property two to three weeks after her.

10. The Second Respondent noted that, based on e-mail correspondence from Mr Coll dated 3 April 2025, she understood the outstanding rent arrears to be £1,699.18 (rather than £2,299.18 as noted in the application to the Tribunal). Mr Coll confirmed that the outstanding rent arrears were £1,699.18.
11. The Second Respondent explained that she had understood that she owed £249.59 based on an e-mail from Mr Coll on 3 April 2025, which also noted that the First Respondent owed £1,449.59.
12. Mr Coll referred to another (understood to be later) e-mail on the same date which noted that both Respondents were jointly and severally liable for the rent arrears and how they settled the balance between themselves was up to them. The Second Respondent confirmed that she had a copy of that e-mail but, because it had been addressed to the First Respondent, she had not read it.
13. The Second Respondent explained that this was the first time that she had rented a shared property and thought that the Tenancy Agreement was “just a formality” because she believed that the Applicant, i.e. the landlord, was the First Respondent’s grandmother or step-grandmother.
14. Mr Coll explained that the Applicant (or her son) had tried to contact the First Respondent about the rent arrears and he had been informed that they “were not getting anywhere”. Mr Coll confirmed that he was not privy to those conversations and that, because they could not reach a solution, he was then instructed to raise the proceedings.
15. The Rent Statement showed that:
 - a. there were no arrears as at 2 April 2024; and
 - b. since 3 April 2024:
 - i. the First Respondent had made payments totalling £900; and
 - ii. the Second Respondent had made payments totalling £2,100 (so, £1,200 more than the First Respondent).
16. The Legal Member noted that the Tenancy Agreement provided that the responsibility for payment of rent under the Tenancy Agreement was on a joint and several basis.
17. The Legal Member explained that, if the Applicant wanted to pursue an order for payment on a joint and several basis against both Respondents, then the Tribunal would require to receive and consider the emails dated 3 April 2025, including that which was said to split the rent arrears as between the two Respondents. In that case, a further case management discussion or hearing would then be scheduled.
18. Mr Coll was asked if he wished to pursue an order for payment on a joint and several basis or separate orders for payment against each of the First Respondent and the Second Respondent. He noted that he would need to seek instructions.
19. There was a short adjournment in order to allow Mr Coll to seek the Applicant’s instructions.

20. After resumption of the CMD, Mr Coll confirmed that his instructions were to seek an order for payment for £1,449.59 against the First Respondent and an order for payment for £249.59 against the Second Respondent.

FINDINGS IN FACT

21. The Tenancy Agreement stated that:

- a. The start date of the tenancy was 3 October 2020;
- b. The rent was £600 per calendar month (which had later been increased to £650 per calendar month from 3 August 2024);
- c. Rent was payable in advance on or before the 3rd of the month;
- d. There was no tenancy deposit payable; and
- e. The respondents were jointly and severally liable under the Tenancy Agreement for the responsibilities under the Tenancy Agreement, including payment of the rent.

22. The Tribunal was satisfied, on the balance of probabilities, that:

- a. the amount of £1,699.18 was due and payable by the Respondents to the Applicant in terms of the Tenancy Agreement;
- b. the Second Respondent had paid £1,200 more than the First Respondent towards the rent due and payable from 3 April 2024; and
- c. there was a family relationship between the First Respondent and the Applicant.

REASONS

23. The Applicant was entitled to be paid the rent under the Tenancy Agreement for the duration of the tenancy.

24. It was accepted that the rent arrears at the termination of the tenancy were £1,699.18 and the Second Respondent had paid £1,200 more than the First Respondent towards the rent.

25. It was fair and reasonable for the First Respondent to be ordered to pay £1,200 more than the Second Respondent (if the Applicant was not pursuing an order on a joint and several basis, which had been confirmed). When the rent arrears were split taking that into account, the relevant amounts were £1,449.59 for the First Respondent to pay and £249.59 for the Second Respondent to pay.

DECISION

26. The Tribunal granted:

- a. an order for payment in the sum of £1,449.59 be granted in favour of the Applicant against the First Respondent; and

- b. an order for payment in the sum of £249.59 be granted in favour of the Applicant against the Second Respondent.

Right of Appeal

In terms of Section 46 of the Tribunals (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.

Pamela Woodman

25 June 2026

Legal Member/Chair

Date