



**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**

Chamber Ref: FTS/HPC/CV/25/2716

**Re: Property at 28 Burnfoot Drive, Cardonald, Glasgow, G52 2JD (“the
Property”)**

Parties:

**Mr Angus Alexander Macdonald, The Barn, Millrig Road, Wiston, Biggar, ML12
6HU (“the Applicant”)**

**Ms Leanne Docherty, 28 Burnfoot Drive, Cardonald, Glasgow, G52 2JD (“the
Respondent”)**

Tribunal Members:

Steven Quither (Legal Member) and Elaine Munroe (Ordinary Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) UNANIMOUSLY determined that the Respondent is to pay to the
Applicant the sum of SIX THOUSAND SIX HUNDRED AND EIGHTY ONE POUNDS
74 PENCE (£6681-74) STERLING, with interest thereon at 8% per annum.**

BACKGROUND

1. This is an application for rent arrears arising out of a Short Assured Tenancy (“SAT”) between the parties, commencing 14 November 2014 for 6 months and continuing thereafter by tacit relocation on a monthly basis, initially at a rent of £525 per calendar month but which was subsequently increased to £566 per calendar month from 14 July 2023 and then £615 per calendar month from 14 July 2024.
2. The Application was made on 23 June and accepted by Notice of Acceptance of 17 July, by virtue of which a Case Management Discussion (“CMD”) was duly fixed for 3 December, all 2025.

3. As at the date of the application, the Respondent was stated to be in rent arrears of £2714.
4. By email of 11 November 2025 and with supporting Rent Statement, the Applicant's agents advised the rent arrears then stood at £5174 and that they sought to amend the sum referred to for rent arrears to this figure under Rule 14A of the First-tier Tribunal for Scotland Housing & Property Chamber Rules of Procedure 2017 ("the Rules"). The arrears figure was subsequently further amended to £5789 at the CMD with consent of the Tribunal.
5. Said CMD duly took place by teleconference on 3 December 2025, commencing shortly after 2pm, with the Applicant represented by his agent, Kirstie Donnelly of TC Young, Solicitors, Glasgow ("TCY") and the Respondent present, accompanied by her agent, Sophie Berry of Govan Law Centre, Glasgow ("GLC"). A full CMD Note was prepared and a Hearing subsequently fixed for 22 June 2026, since the Respondent was disputing the amount of arrears claimed.
6. An associated eviction application, under Tribunal reference EV/25/2714, was considered along with this application at the CMD and an eviction order was granted.

Pre-HEARING on 22 JUNE 2026

7. Prior to the Hearing, TCY contacted the Tribunal by emails of 1 April 2026 (seeking amendment of the sum sought to £6681-74, again under Rule 14A and lodging up to date Rent Statement), 1 June 2026 (confirming the Respondent had vacated the Property, that they had been in contact with GLC, who had advised they were no longer instructed by the Respondent and enquiring about intimation of the Hearing on the Respondent) and 5 & 9 June 2026 (with further enquiries about intimation of the Hearing on the Respondent).

HEARING on 22 JUNE 2026

8. The Hearing duly took place by teleconference on 22 June 2026, commencing shortly after 10am, with the Applicant again represented by Ms Donnelly of TCY. There was no attendance by or on behalf of the Respondent.
9. In her submission to the Tribunal and in response to questions asked by the Tribunal, Ms Donnelly advised, submitted and confirmed:--

- a) The eviction order did not require to be enforced, the Respondent having left the Property of her own accord;
- b) Following upon the CMD on 3 December 2025, she had been in contact again with GLC but had been advised that they did not have any up to date instructions from the Respondent;
- c) In particular, she had been in contact with them on or about 4 March to send them an up to date rent statement and then again on 16 March, when they advised the Respondent had failed to keep an appointment on 13 March, all 2026;
- d) She was then in further contact with them on or about 1 April 2026, when they accepted the Rule 14A intimation to amend the sum claimed to £6681-74;
- e) On 15 April 2026, in response to an email from her of 13 April advising of the (then provisional) Hearing date fixed for 22 June she was advised by them that they had advised the Respondent about said provisional date;
- f) On 20 May, when the provisional date had been confirmed, they advised that they did not have any further instructions but would advise the Respondent of same and revert to her if they received any further instructions, but she heard nothing further from them, from which she took that they were still without instructions; and
- g) The Applicant is now seeking an order for payment of the amended sum of £6681-74, together with interest at 8% per annum under Clause 3 of the SAT.

FINDINGS IN FACT

- 10. The parties entered into a SAT for the Property commencing 14 November 2014 for 6 months and continuing thereafter by tacit relocation on a monthly basis, initially at a rent of £525 per calendar month, subsequently increased to £566 per calendar month from 14 July 2023 and then £615 per calendar month from 14 July 2024.
- 11. The Respondent is in rent arrears of £6681-74 as at the date of the Hearing on 22 June 2026, having previously vacated the Property on or about 27 January 2026.

12. The Applicant is contractually entitled to interest on outstanding rent at 8% per annum.

REASONS FOR DECISION

13. The Tribunal was satisfied that arrears of £6681-74 were due by the Respondent per the updated Rent Statement produced by the Applicant to rent due on 14 December 2025 and was content for the sum claimed to be updated and amended to that amount in terms of Rule 14A of the Rules.

14. It was also satisfied that interest on unpaid rent at 8% per annum was contractually due by the Respondent under Clause 3 of the SAT.

15. There was no reason to doubt the information before it as to the Respondent having been made aware of today's Hearing. In any event, the Respondent attended the CMD on 3 December 2025 and the Tribunal considers that she was aware then that this application was ongoing and, in the management of her own affairs, should have taken steps to maintain contact with either GLC or Tribunal administration in connection with it.

16. All this being so, the Tribunal considers it just to make an order for payment against the Respondent for £6681-74, with interest thereon at 8% per annum.

DECISION

17. To grant the order for payment sought by the Applicant in the sum of £6681-74, with interest thereon at 8% per annum.

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.

S.Quither

Legal Member/Chair

Date: 22nd June 2026