

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 of the Private Housing
(Tenancies) (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/26/0178

**Property : 23 Strathblane Drive, East Kilbride, South Lanarkshire G74 8GA
("Property")**

Parties:

**Ashok Bhuvanagiri, Dr Tarun Tanmai Bhuvanagiri and Dr Sneha Bhuvanagiri,
23 Collen Wen, Llanfairpwllgwyngyll LL61 5QQ("Applicant")**

**Austin Lafferty Solicitors Ltd, 213 Edinburgh House, East Kilbride G74 1JU
("Applicant's Representative")**

**Emma Lee and Christopher Bennett, 23 Strathblane Drive, East Kilbride, South
Lanarkshire G74 8GA ("Respondent")**

Tribunal Members:

Joan Devine (Legal Member)

Greig Adams (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber)
("Tribunal") determined that an order for payment of £24,750 should be made.**

The Applicant sought an order for payment of £27,100 in respect of rent arrears. The Applicant had lodged Form F. The documents produced were: a Tenancy Agreement which commenced on 27 March 2024 and a statement of rent arrears. The Application was served on the Respondent by sheriff officer on 29 June 2026. On 17 July 2026 the Respondent lodged a written representation.

Case Management Discussion ("CMD")

A CMD took place before the Tribunal on 30 July 2026 by teleconference. Applicant was represented by Aneysa Ramzan of the Applicant's Representative. The Respondent was not in attendance. The Tribunal noted the terms of the written submission lodged by the Respondent. The Tribunal noted that the Respondents are no longer in employment and are each now on benefits. Mrs Ramzan told the Tribunal that there had been no recent contact with the Respondent. The Tribunal noted that

the Respondent's position was that the schedule of arrears did not take account of £1850 paid at the start of the tenancy as part of the payment of 6 months' rent in advance nor did it take account of a further £500 referred to as "a discrepancy". Mrs Ramzan said the Applicant was content to deduct those sums from the sum claimed in respect of rent arrears which brought the sum due as at December 2025 down to £24,750. The Tribunal noted that even taking those sums into account the arrears were £19,200 at the date of service of the Notice to Leave. Mrs Ramzan said that there had been no payments made towards the rent in 2026. The Tribunal asked whether a deposit had been paid at the start of the tenancy. Mrs Ramzan said that the Applicant was not aware of a deposit being paid and they had asked the former letting agent to confirm the position.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement which commenced on 27 March 2024.
2. In terms of the Tenancy Agreement rent was due at the rate of £1,850 per month.
3. The schedule of rent arrears lodged showing a balance due of £27,100 did not take account of a payment of £1,850 and £500 made by the Respondent.
4. The Respondent failed to pay the rent in full for the period 27 August 2024 to 27 December 2025. After deduction of £2,350, the unpaid amount was £24,750.

Reasons for the Decision

The Tribunal determined to make an Order for payment. The Respondent failed to pay the rent in full for the period 1 August 2025 to 27 December 2025. The unpaid amount was £24,750.

Decision

The Tribunal grants an order for payment of £24,750.

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.

J Devine

Legal Member

Date : 30 July 2026