



**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**

Chamber Ref: FTS/HPC/CV/26/0265

Re: Property at 7 Sandport Close, Kinross, KY13 8FZ (“the Property”)

Parties:

**Mrs Sheila Margaret Ferrier, Mr William Ferrier, Stonefield, Carslogie Road,
Cupar, Fife, KY15 4HY (“the Applicants”)**

**Mr David King, Ms Christine Ferguson, 12 Tulloch Place, Perth, PH1 2PG; 12
Tulloch Place, Perth, PH1 2PG (“the Respondents”)**

Tribunal Members:

Mary-Claire Kelly (Legal Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to grant an order for payment in the sum of SIX
THOUSAND TWO HUNDRED AND SEVENTEEN POUNDS AND THIRTY-SEVEN
PENCE (£6,217.37). The respondents’ application for a time to pay direction is
refused.**

Background

1. By application dated 20 July 2026 the applicants seek an order for payment in respect of rent arrears in the sum of £6217.37.
2. The applicants lodged the following documents with the application:
 - Copy tenancy agreement
 - Rent account for the duration of the tenancy

3. On 14 September 2026 the respondents submitted an application for a time to pay direction. A written response objecting to the time to pay direction application accompanied by copy correspondence between the applicants' solicitor and the respondents, and a sheriff officer's report was received from the applicants on 25 September 2026.
4. A case management discussion was scheduled for 6 October 2026.

Case management discussion ("cmd") – teleconference – 6 October 2026

5. The applicants were represented by Ms Ilonka, Rollos Law LLP. The respondents were not present or represented. The Tribunal was satisfied that the respondents had received proper notice of the cmd as papers had been served by Sheriff Officers on 13 August 2026, and proceeded with the cmd in their absence in terms of rule 29.
6. Ms Ilonka sought an order for payment in the sum of £6,217.37. The lease which had been lodged had a commencement date of 8 August 2024 and showed that the monthly rent due was £750. A rent ledger had been lodged which spanned the period from the commencement of the tenancy to March 2026. The tenancy agreement stated that a deposit of £865 had been paid at the commencement of the tenancy.
7. Ms Ilonka stated that the sum sought represented the amount of rent arrears due at the date the tenancy ended on 8 March 2023, less a deduction for the deposit.
8. The Tribunal discussed the time to pay direction that each respondent had submitted. Each respondent offered £20 per month towards the outstanding debt. Ms Ilonka referred to the written response to the time to pay direction that had been submitted. She stated that it would take 13 years to pay of the outstanding amount which was an unreasonable period. She stated that the applicants did not believe that the respondents had been honest about their financial position in the application for a time to pay direction. Ms Ilonka stated that the respondents were mother and son. As far as the applicants are aware the respondents reside at the same address. A Sheriff Officers report dated 17 June 2026 that had been submitted by the applicants showed that Mr King had

stated that he has no fixed abode and that his correspondence address was the same address as his mother at 12 Tulloch Place.

9. Ms Ilonka stated that the amounts stated for outgoings in the time to pay direction appears excessive, particularly if both respondents resided together. She referred to correspondence that had been submitted showing that the applicants had requested payment of rent and provided information on where the respondents could obtain advice before the application was submitted.

Findings in fact

10. Parties entered into a private residential tenancy agreement with a commencement date of 8 August 2024.
11. Monthly rent due in terms of the agreement was £750. A deposit of £865 was paid at the commencement of the tenancy.
12. The tenancy terminated on 8 March 2026.
13. Total rent unpaid at the date the respondent moved out of the property amounted to £7082.37. After deduction of the deposit the amount outstanding is £6,217.37.
14. The applicants' representative wrote to the respondents on 1 September 2025 and 10 March 2026 requesting payment of the outstanding arrears and providing information on where the respondents could seek advice in relation to their arrears.
15. The respondents submitted applications for a time to pay direction offering to pay £20 each per month towards the arrears.
16. The respondents have not made any payments to the applicants since August 2025.
17. The respondents did not attend the cmd to provide any explanation for the amounts being offered beyond what was included in their applications.

Reasons for the decision

18. The Tribunal had regard to the application and the documents lodged by the parties and Ms Ilonka's oral representations at the cmd.
19. The respondents accepted liability for the rent arrears sought.

20. The Tribunal considered the terms of the applications for a time to pay direction submitted by the respondent.

21. Section 1 of the Debtors (Scotland) Act 1987 states:

(1) Subject to subsections (3) to (5) below and to section 14 of this Act, on an application by the debtor, the court or the First-tier Tribunal on granting decree for payment of any principal sum of money, shall, if satisfied that it is reasonable in all the circumstances to do so, and having regard in particular to the matters mentioned in subsection (1A) below, direct that any sum decerned for in the decree (including any interest claimed in pursuance of subsections (6) and (7) below) or any expenses in relation to which the decree contains a finding as to liability or both such sum and such expenses shall be paid—

(a) by such instalments, commencing at such time after the date of intimation by the creditor to the debtor of an extract of the decree containing the direction, payable at such intervals; or

(b) as a lump sum at the end of such period following intimation as mentioned in paragraph (a) above,

as the court or the First-tier Tribunal may specify in the direction.

(1A) The matters referred to in subsection (1) above are—

(a) the nature of and reasons for the debt in relation to which decree is granted;

(b) any action taken by the creditor to assist the debtor in paying that debt;

(c) the debtor's financial position;

(d) the reasonableness of any proposal by the debtor to pay that debt; and

(e) the reasonableness of any refusal by the creditor of, or any objection by the creditor to, any proposal by the debtor to pay that debt.

(2) A direction under subsection (1) above shall be known as a "time to pay direction".

22. In terms of their time to pay direction applications, the respondents accepted liability for the amount sought and offered to repay the debt at the rate of £20 per month each.
23. The Tribunal took into account the financial information provided by the respondents. Both stated that their address was 12 Tulloch Place. Both claimed separate amounts totalling £1,150 for rent, and £240 per month for phones. The Tribunal considered that the amount stated for phones appeared to be excessive.
24. In relation to Christine Ferguson, the income details provided showed that she received £1,096 every 4 weeks from various benefits. The total outgoings stated amounted to £870 monthly. The Tribunal determined that there were additional sums that could have been offered towards the rent arrears.
25. In relation to Mr King, his stated monthly income was £1,711.67. His stated monthly outgoings amounted to £2,390. In addition he stated that he had various other debts outstanding. The Tribunal determined that the sums stated for Mr King did not demonstrate that he would be able to maintain the amount being offered, as his income was less than his outgoings.
26. The Tribunal took into account that neither respondent had attended the cmd to provide additional information as to why the amount offered was reasonable. The Tribunal gave significant weight to the fact that the amount offered would take approximately 13 years to repay the debt. This was an unreasonable period.
27. The Tribunal took into account that the applicants' representative had sought to engage with the respondents as early as September 2025 to discuss the debt and signpost the respondents to advice agencies.
28. The Tribunal considered that it had sufficient information to allow it to determine the application for time to pay,
29. Taking into account the matters set out in section 1 of the Debtors (Scotland) Act 1987 the Tribunal did not consider it reasonable in the circumstances to grant a time to pay direction.

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.

M-C Kelly

6 October 2026
Date