



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/25/0085

Re: Property at 18 Spey Road, Bearsden, G61 1LA (“the Property”)

Parties:

Mr John McLauchlan, Mrs Julie Mouldsdales, 28 Ralston Road, Bearsden, Glasgow, G61 3BA (“the Applicant”)

Mr Kieran Ramage, Miss Cara McLeod, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members: Ruth O'Hare, Legal Member and Robert Buchan, Ordinary Member

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are liable to pay the Applicants the sum of One thousand four hundred and thirty seven pounds and four pence (£1,437.04) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal therefore made a payment order in the sum of £1,437.04.

Background

- 1** This is an application for a payment order under Rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The Applicants sought to recover unpaid rent from the Respondents.
- 2** The application was referred to a case management discussion (“CMD”) to take place by teleconference on 15 July 2025. The Tribunal gave notice to the parties in accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondents by advertisement on the Tribunal website under Rule 6A of the Rules, as their whereabouts could not be located.

- 3 Both parties were invited to make written representations. On 9 July 2025 and 14 July 2025 the Tribunal received written representations from Mr Ramage by email. On 15 July 2025 the Tribunal received an updated rent statement from the Applicants.

The CMD

- 4 The CMD took place on 15 July 2025 at 2pm by teleconference. Mr David Walbancke of Ritehome represented the Applicants. Miss McLeod joined the call and confirmed that she was authorised to represent both Respondents.
- 5 As a preliminary matter, the Tribunal noted that both parties had submitted late representations shortly prior to the CMD. The Tribunal asked Mr Walbancke if the Applicants were seeking to increase the sum claimed to reflect the updated rent statement, which confirmed arrears of £1,437.04. Mr Walbancke confirmed that they were. The Tribunal highlighted the provisions of Rule 14A of the Rules which required any request for an increase in the sum claimed to be intimated to the Tribunal and the Respondents no later than 14 days prior to the CMD. Mr Walbancke advised that the Applicants would be seeking an extension to allow them to make a request under Rule 14A.
- 6 The Tribunal went on to discuss the issues in dispute between the parties. The sum claimed by the Applicants primarily reflects arrears that had accrued after the rent was increased, and the Respondents failed to pay the difference between the previous rent and the increased sum.
- 7 The Respondents' position is that the Applicants agreed to put the rent increase on hold due to repairs that were required to the property. They state that Mr Walbancke advised them verbally of this. Mr Walbancke denies that he said this, and there was nothing in writing to that effect.
- 8 The Tribunal therefore identified the issue to be resolved between the parties as whether there was an agreement between the Applicants and the Respondents that the rent increase which took effect on 29 February 2024 would be put on hold due to repairs that were required to the property. The Tribunal thereafter referred the application for a full evidential hearing.
- 9 The Tribunal issued a Direction to parties on 18 July 2025 requiring them to submit any additional documentary evidence along with details of witnesses no later than fourteen days prior to the date of the hearing.
- 10 On 5 January 2026 the Tribunal received a response to the Direction from the Applicant which included invoices, check-in and check-out reports, rent statement and maintenance reports, and a response to the Direction from the Respondents which included photographs and emails.

The hearings

- 11** The first hearing took place on 6 January 2026 at Glasgow Tribunals Centre. The Tribunal members joined the venue by videoconference due to adverse weather conditions.
- 12** Ms McLeod attended the venue and advised the clerk that Mr Ramage would not be attending the hearing.
- 13** There was no appearance by or on behalf of the Applicants. The Tribunal delayed the start time of the hearing until 10.30am before determining to postpone the hearing to provide the Applicants with a further opportunity to attend or be represented. The Tribunal considered that the adverse weather conditions could have led to travel difficulties and although the Applicants had provided no explanation for their failure to attend, they had submitted evidence in advance of the hearing which indicated they intended on proceeding with the application. The Tribunal therefore determined that it would be in the interests of justice for the hearing to be postponed.
- 14** Shortly after the hearing concluded, the Tribunal was advised by the Tribunal clerk of a telephone call from the Applicants' representative, Mr David Walbancke. Mr Walbancke had been unable to attend the hearing due to illness.
- 15** The second hearing took place on 6 May 2026 at 10am by videoconference. The Applicants were represented by Mr Walbancke. The Respondents did not join the call.
- 16** The Tribunal clerk made the Tribunal aware of emails received from both Respondents the day prior to the hearing. Mr Ramage had queried the nature of the hearing. Ms McLeod had advised that she would be unable attend as she had an assessment at college, and Mr Ramage would be unable to attend as he was at work.
- 17** The Tribunal advised that it would have to consider whether to adjourn the hearing to give the Respondents an opportunity to attend. Mr Walbancke had no submissions to make on this point. The Tribunal noted that Ms McLeod had attended the previous hearing, which had been adjourned to provide the Applicants with an opportunity to be present or represented. The Tribunal considered it should offer the same opportunity to the Respondents on this occasion in the interests of fairness.
- 18** The Tribunal therefore determined to adjourn the hearing. A note was issued to parties explaining that the Tribunal would expect the hearing to proceed on the rescheduled date, and both parties should therefore ensure they are present and in a position to proceed.
- 19** The third hearing took place on 1 October 2026 at 10am by videoconference. The Applicants was represented by Mr Wallbancke. The Respondents did not

join the call. The Tribunal noted that they had been given notice of the hearing and had not provided any explanation for their failure to attend. The Tribunal further noted that the previous hearing had been adjourned in their absence to provide them with the opportunity to participate in the proceedings. The Tribunal therefore determined to delay the start time of the hearing for a short period before proceeding in the Respondents' absence.

- 20** The Tribunal heard evidence from Mr Wallbancke on behalf of the Applicants. The following is a summary of the key elements of the evidence.
- 21** Mr Wallbancke confirmed that Applicants sought a payment order in the sum of £1437.04. He had attended the property to discuss the rent increase with the Respondents. They had advised that they did not believe the rent increase would be affordable and made mention of repairs. At no time had Mr Wallbancke agreed that the rent increase would be put on hold. If such an agreement had been made, it would have to have been with the consent of the Applicants. Nothing was ever confirmed in writing. If such an agreement had been made, Mr Wallbancke would have followed it up in writing. The Respondents had stated that they would not pay the rent increase, but they did not intimate they were withholding rent. Mr Wallbancke referred to the inspection reports produced which evidenced the condition of the property. Whilst there had been some cosmetic damage, the property was in a reasonable state of repair. Mr Wallbancke explained that some damage had been caused by the Respondents, who were keeping a dog in the property without permission. There had been an issue with slugs coming through the drain. The advice from pest control was to apply a salt water treatment outside the property, which was the responsibility of the property factor.

Findings in fact

- 22** The Applicants are the owners and landlords, and the Respondents were the tenants, of the property in accordance with a private residential tenancy agreement.
- 23** The rent due under the tenancy agreement was £995 per month.
- 24** On 29 February 2024 the rent was increased to £1,024.85 per month.
- 25** The Applicants did not agree that the rent increase would be placed on hold pending repairs to the property.
- 26** The Respondents failed to pay the contractual rent due.
- 27** The tenancy between the parties terminated on 31 January 2025.
- 28** As at the date of termination of the tenancy rent arrears in the sum of £1437.04 had accrued.

Reasons for decision

- 29** The Tribunal considered carefully all evidence and documentation before it in reaching its decision, whether referenced or not in this decision. The documents are incorporated herein and referred to in the Tribunal's findings in fact.
- 30** The Tribunal accepted the evidence from Mr Wallbancke regarding the discussions that had taken place between himself and the Respondents regarding the rent increase. His evidence on this point was clear and consistent. The Respondents had not attended the hearing and as such there was not contradictory evidence before the Tribunal. The Tribunal therefore accepted that there was no agreement between the parties in terms of which the rent increase would be put on hold.
- 31** The Tribunal therefore accepted based on the evidence before it that the Respondents are liable under the terms of the tenancy agreement to pay the sum of £1437.04 to the Applicants and determined to make a payment order in that sum.
- 32** The decision of the Tribunal was unanimous.

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.

Ruth O'Hare

Legal Member/Chair

Date 1 October 2026