



**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/26/1192

Re: Property at 75 Leith Walk, Dundee, DD2 4JL (“the Property”)

Parties:

Mr Andriy Sukhodub, 20 Provost Black Drive, Tayport, DD6 9HD (“the Applicant”)

Mr Keith Walsh, 75 Leith Walk, Dundee, DD2 4JL (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member) and Gerard Darroch (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it would grant a payment order for TWO THOUSAND SEVEN HUNDRED AND SIXTY FIVE POUNDS (£2,765.00) STERLING.

Background

1. An application was made under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment under a private residential tenancy by the Applicant against the Respondent.

2. The application contained: -
 - a. the tenancy agreement,
 - b. rent statements.
3. A case management discussion took place on 7 August 2026. In attendance was the applicant. Notice of the Case Management Discussion had been made by the sheriff officers on 3 July 2026. The respondent did not appear. The tribunal was prepared to proceed in their absence, given they had notice of the Case Management Discussion.
4. The applicant advised that he sought an order for payment from the tenant for outstanding rent arrears.
5. He advised that the current rent arrears were £2,607.50. He advised that the rent would increase again next week and he did not think that the tenant would pay his rent next week. He asked that an order be granted for the total sums which would be due next week.
6. The tenant had received notification of this application and the case management discussion. He was also aware that an order for payment of £2450 was being sought. The landlord has provided a copy of the tenancy agreement, a rent increase notice and a rent schedule. The landlord confirmed that the current arrears are outstanding and that the tenant has not engaged with the landlord regarding the repayment of them. If the landlord moved for it, the tribunal would have granted an order for payment for the sum of £2,450, as there was evidence before it that these sums were due and the tenant had been notified of them.
7. The landlord moved to amend the sum sued to the current arrears of £2,607.50. The tribunal allowed this amendment to the sum sued to £2607.50. The tenant had not received notice of that increased sum.

8. The landlord further advised that the arrears would increase the following week unless the tenant pays his rent. He asked that the tribunal make an order for the following week's increased sum. The tribunal allowed the landlord to email the tribunal and the tenant notice of the following week's up-to-date outstanding total rent arrears. He did so on 12 August 2026, advising that the rent arrears were now £2,765.00.
9. The tribunal issued a direction to the tenant dated 26 August 2026 providing notice to the tenant of the sum sought by the landlord and providing the tenant with 14 days to confirm if he wished to oppose the sum sought. There has been no response from the tenant as at 21 September 2026.

Discussion

10. The applicant seeks an order for payment. He has provided a tenancy agreement and rent schedule. The tenant has notice of the sum sought, £2,675.00.
11. In relation to the tenant. He advised that he had been a tenant since 2016: originally a joint tenant and then moved to a single-person tenancy in 2019. He had been a good tenant until around June 2025, when he started to have problems with rental payments. He had been a decent landlord and had written off £200; however, the arrears had been accruing and were £2,607.50 as at 7 August 2026. They would increase again on 12 August to £2,765.00.

Findings in Fact

12. The Tribunal found the following facts established: -
13. There existed a private residential tenancy.
14. The tenant was Keith Walsh
15. The landlord was Dr Andriy Sukhodub
16. The property was 75 Leith Walk, Dundee

17. It commenced on 1 September 2019
18. There had been a rent increase notice served on the respondent.
19. The respondent had failed to pay all of his rent. The rent arrears had been steadily accruing.
20. The respondent had failed to enter into a repayment arrangement with the landlord.
21. The tenant was a single male of 43 years of age.
22. He had amassed rent arrears of £2, 765.00 as at 12 August 2026.

Reasons for Decision

23. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies. Liability for failure to pay contractual rent is such a matter arising out of that contract.
24. The applicant's agent confirmed that they sought an order for payment. They had provided a copy of the tenancy agreement. The arrears were now £2,765.00. The rent statement was provided in support of the application. It showed how the arrears had accrued. There were no proposals to repay the arrears. The sum appeared due.

Decision

25. The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that it would grant a payment order for **TWO THOUSAND SEVEN HUNDRED AND SIXTY FIVE POUNDS (£2,765.00) STERLING.**

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.

Melanie Barbour

21 September 2026

Legal Member/Chair

Date