



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/26/1813

Re: Property at 92 Willow Drive, Paisley, PA5 0AJ (“the Property”)

Parties:

Mr Peter O'Neil, 57 Thomas Blanes, Costa D'es Blance, Tosca Calvia, Palma de Mallorca, 07011, Spain (“the Applicant”)

Mr Darren Dickson, 92 Willow Drive, Paisley, PA5 0AJ (“the Respondent”)

Tribunal Members:

Julie McKinlay (Legal Member) and Helen Barclay (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) made a Payment Order in favour of the Applicant against the Respondent in the sum of £6535.00.

Background

1. The Applicant seeks a Payment order in respect of rent arrears said to have been accrued by the Respondent under a private residential tenancy agreement between the parties.
2. A Case Management Discussion (CMD) was set to take place on 7 October 2026, and appropriate intimation of the hearing was given to all parties.
3. The application was heard alongside application FTS/HPC/EV/26/1812.
4. The CMD took place on 7 October 2026 via telephone case conference. The Applicant was represented at the CMD by Ms Gordon of 247 Property Scotland Ltd. The Respondent attended and was represented by his mother, Katherine Dickson.

5. The Tribunal heard from the parties.

Case Management Discussion

6. The lease commenced on 9 July 2025. The rent is payable monthly in the sum of £595. The last payment of rent made by the Respondent was in October 2025. No payment of rent has been made since that date. The Applicant's representative provided a rent statement showing rent due to 10 September 2026 in the sum of £6535.00.
7. The Respondent's representative explained that the Respondent accepted that the rent had not been paid. The Respondent has no funds and is unable to pay the rent due. The Respondent's representative had been unaware of how difficult matters had got for the Respondent until recently. The Respondent has addiction and mental health issues. The lease was transferred to his sole name in July 2025. Prior to that he had been in a relationship, and the Property was let to him and his partner jointly. They were both employed. Since the relationship ended in July 2025, he has been the sole tenant and is no longer employed. He is in receipt of Universal Credit, but it is insufficient to meet his liabilities.
8. The Respondent did make an application for time to pay. It was apparent from the application that his income was insufficient to pay what had been offered having regard to his outgoings. The Respondent's representative indicated that when the offer was made, she intended to try and pay it herself. The time to pay offer was rejected by the Applicant.
9. The Respondent has been in contact with the local authority and with CAB in order to obtain debt advice. The Respondent accepts that he cannot meet the cost of the rent. The Respondent is currently single and unemployed and is receiving professional help for his addictions.

Findings in Fact

10. The parties entered into a private residential tenancy agreement dated 9 July 2025.
11. The rent payable in terms of the tenancy agreement is £595 per calendar month.
12. The Respondent has been in arrears in respect of the rent since at least November 2025. The Respondent has made no payments towards the rent since November 2025.
13. Letters were issued to the Respondent on 18 and 23 April 2026 by the Applicant with information as to where assistance may be sought.

14. A rent statement produced shows rent due to 10 September 2026 in the sum of £6535.00.

Decision

15. Having made the above findings in fact the Tribunal granted the application and made a Payment order in favour of the applicants against the respondent in the sum of £6535.00.

16. The time to pay offer made was insufficient to clear the debt in a reasonable period of time, the offer being to make payment at the rate of £50 per month. It was also apparent and this was confirmed by the Respondent that he had insufficient funds to meet the current rent and to prevent arrears from accruing.

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 McKinlay

Legal Member/Chair

7th October 2026

Date