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(1) Private Housing (Tenancies) (Scotland) Act 2016 ("the 2016 Act")

Chamber Ref: FTS/HPC/CV/25/5219

Re: Property at Flat 6 Granary House, Granary Street, Burghead, IV30 5UA ("the Property")

Parties:

Mr Nathaniel Turner, 17 Quarry Road, Fintry, Glasgow, G63 0XD ("the Applicant")

Mr David King, Flat 6 Granary House, Granary Street, Burghead, IV30 5UA ("the Respondent")

Tribunal Members:

Elaine Paton (Legal Member) and Helen Barclay (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment by the Respondent of the sum of THREE THOUSAND EIGHT HUNDRED AND TWENTY-ONE POUNDS AND THIRTY-SEVEN PENCE (£3,821.37) be granted in favour of the Applicant**.**

Background

1. An application was received from the Applicant on 03 December 2025 seeking a payment order in terms of rule 111 (Application for civil proceedings in relation to a private residential tenancy) of Schedule 1 to the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 ("the 2017 rules"). A tenancy agreement and rent statement were lodged with the application together with copy documentation lodged in a conjoined application for eviction order (EV/25/5218).

2. A copy of the application was served on the Respondent by Sheriff Officers on 12 May 2026, together with the conjoined eviction application (EV/25/5218) under rule 109 of the 2017 rules, which included evidence of compliance with the rent arrears pre-action protocol. The parties were notified that a case

management discussion ("CMD") would take place by telephone conference call on 16 June 2026 at 10am and that they were required to participate. The Respondent was given an opportunity to submit written representation in response to the application by 02 June 2026 but did not do so by that date. On 08 June 2026 an updated rent statement was received in advance of the CMD which did not comply with the requirements of Rule 14A of the First-tier Tribunal for Scotland Housing and Property Chamber (Rules of Procedure) Regulations 2017 and a Direction was issued to parties in advance of the CMD in relation to the updated sum sought and potential postponement or adjournment of the scheduled CMD.

3. The CMD took place on 16 June 2026. The Applicant was not present but was represented by Mrs Rebecca Nicolson from the Applicant's letting agent Cluny Estate Agents, 5 Thunderton Place, Elgin, Moray, IV30 1BG ("Cluny"). The Respondent attended and represented himself. The tribunal produced a Note of the CMD which was issued to parties on 19 June 2026. The CMD in both applications were adjourned to a further CMD.

4. By letter dated 27 August 2026, parties were notified that the further CMD would take place by teleconference call on 29 October 2026 at 10am and they were required to participate. The parties were advised that the tribunal may do anything at a CMD which it may do at a hearing, including making a decision on the application which may involve making or refusing an eviction order. The parties were also advised that if they did not attend the CMD this would not stop a decision or order being made if the tribunal considers that it has sufficient information before it to do so and the procedure has been fair. There was no representation(s) received from the Respondent in advance of the new CMD.

5. On 29 October 2026, the Tribunal had the following documents before it:-

   (1) Form F application and supporting documents: (i) private residential tenancy agreement; (ii) rent statement; (iii) Notice to Leave with evidence of service and Section 11 Notice with accompanying email to the local authority; and (vi) authority by the Applicant company in favour of Cluny;

   (2) updated rent statement at 08 June 2026;

   (3) Direction to the Parties dated 12 June 2026;

   (4) CMD Note dated 16 June 2026;

   (5) updated rent statement at 13 October 2026 with copy email of even date sent by Cluny to the Respondent enclosing the rent statement.

6. The CMD took place by telephone conference call on 29 October 2026. The start time was delayed briefly to allow the Respondent an opportunity to attend in the event they may have been making efforts to dial into the teleconference call. The Applicant was represented by his letting agent Mrs

Rebecca Nicolson of Cluny. The Respondent did not participate. The application for an eviction order under Chamber reference EV/25/5218 was also discussed. For the avoidance of doubt the following constitutes a summary of the key elements of the discussion and is not a verbatim account of the proceedings.

Summary of Discussion at the Hearing

7. The Legal Member made introductory comments, provided a reminder that the purpose of the CMD was to establish what information was agreed between the parties, what issues remained in dispute and whether or not a resolution could be reached, a determination made or if further procedure was required. The Tribunal explained it would explore whether the payments discussed at the earlier CMD had been made and hear from Mrs Nicolson in relation to that, and the current position.

8. In response to the Tribunal, Mrs Nicolson, for the Applicant, stated that she had not heard anything from the Respondent to suggest he would not attend the CMD. The Tribunal noted the tenancy commenced on 27 September 2024 and in terms of the tenancy agreement the rent is £575, due in advance on 27th of each month. The Tribunal referred Mrs Nicolson to the CMD Note dated 16 June 2026 and further, to an updated rent statement lodged by her timeously on 13 October 2026 which had been sent by email to the Respondent on the same day. The Tribunal noted at paragraphs 11 and 15 of the CMD Note dated 16 June 2026 that the Respondent had stated a proposal to clear all arrears by the end of July 2026. He had indicated he had spoken to Mrs Nicolson a couple of weeks beforehand when he told her he would be able to pay £1,150 per month from his salary of £53,000 per annum as the skipper of a dredger however he had spoken to his boss the previous day and was told he would get a transfer of £3,800 on 20 July 2026 regarding a trial period prior to his contract starting, which he intended to put straight towards his arrears then meet the rest from his salary, and he was able to maintain ongoing rent payments of £575 per month. Responding to the Tribunal, Mrs Nicolson stated the rental sum entry at 27 September 2026 on the statement reflected a partial month's rent and was the sum applicable at the date the statement was produced on 13 October 2026. Mrs Nicolson stated the balance on the rent account is £4,131.71 to date and despite efforts on her part to engage the Respondent, the Respondent had not made the payments he referred to at the CMD on 16 June 2026 therefore the Applicant was seeking a payment order in the sum £3,821.37 for unpaid rent to 13 October 2026.

9. Responding to the Tribunal, Mrs Nicolson stated the Respondent had informed her via WhatsApp messages that he had been working full time driving taxis as at 08 September 2026 however on 26 October 2026 he indicated he was now signed off work, alluding that any claim for benefits would take too long therefore he would be cleaning the Property and leaving it by the end of the week.

Findings in Fact

10. The Applicant is the owner and landlord of the property.

11. The Respondent is the tenant of the property in terms of a private residential tenancy agreement which commenced on 27 September 2024.

12. The calendar monthly rental in terms of the tenancy agreement is £575. There have been no rent increases therefore the Respondent is due to pay the ongoing rent of £575 per calendar month until termination of the tenancy.

13. The Respondent has been in arrears of rent generally since on or around 27 November 2024 with payments made late or sporadically after months of non-payment. The rent account was last clear for a period of approximately 10 days following a payment on or around 18 July 2025. The last payment into the Respondent's rent account was received on or around or around 18 September 2026 in the sum £250.

14. The balance on the rent account is said presently to be £4,131.71. The Respondent owed £2,025 when the Notice to Leave was served on 29 October 2025, £2,600 on 03 December 2025 when the present application was lodged, and £3,821.37 as at 13 October 2026 in terms of an updated statement emailed to the Respondent and to the Tribunal on that date.

15. The Applicant's letting agent Cluny is said to have made continuing efforts to engage the Respondent by WhatsApp messages in relation to his proposal for settlement of the rent arrears after the CMD on 16 June 2026.

16. The Respondent has failed to make the payments he stated to the Tribunal on 16 June 2026 that he proposed to make. The balance of unpaid rent arrears has increased since that date.

17. The Respondent resided in the Property when the tenancy commenced and is still believed to be residing in the Property to date.

Reasons for decision

18. The Tribunal accepted the unchallenged evidence lodged on behalf of the Applicant in the form of the documents submitted, the submissions of the Respondent and the Applicant's letting agent Mrs Nicolson of Cluny at the CMD on 16 June 2026 as recorded in the Tribunal's relative Note issued to the parties, and the unchallenged information provided in oral submission by Mrs Nicolson, for the Applicant, at the further CMD today.

19. The Tribunal was satisfied from the evidence before it that the Respondent owes the Applicant £3,821.37 in unpaid rent to 13 October 2026 and the Respondent had been made aware of that updated figure in the Applicant's letting agent's email communication to him on 13 October 2026. It therefore grants an order for payment by the Respondent to the Applicant for that amount.

Decision

The Tribunal grants an order for payment by the Respondent to the Applicant of the sum of £3,821.37.

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.

Elaine Paton

Elaine Paton, Legal Member/Chair **29 October 2026**