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/25/0924

Re: Property at 42 Briarcroft Drive, Glasgow, G33 1RE ("the Property")

Parties:

Lumloch Properties Limited, 3 Clairmont Garden, Glasgow, Lanarkshire, G3 7LW ("the Applicant")

Ms Lesley Anne Greig (otherwise known as White), 42 Briarcroft Drive, Glasgow, G33 1RE ("the Respondent")

Tribunal Members:

Elaine Paton (Legal Member) and Jane Heppenstall (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 TWO THOUSAND NINE HUNDRED AND NINETY-EIGHT POUNDS AND SIXTY-SIX PENCE (£2,998.66) be granted in favour of the Applicant**.**

Background

1. An application was received by the Housing and Property Chamber (HPC) on 03 March 2025. The application was submitted under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the 2017 Regulations"). The application was based on the Respondent not maintaining rent payments amounting to a sum of £3,010. Submitted with the application was a tenancy agreement, rent statement and rent increase notices comprised in the First Inventory of Productions for the Applicant. The application was accepted on 28 March 2025.The case was conjoined with case FTS/HPC/EV/25/0923 (an application for eviction) under rule 109 of the 2017 rules.

2. A copy of the application was served on the Respondent by Sheriff Officers via letterbox on 03 June 2025. Both parties were notified that a case management discussion ("CMD") would take place by teleconference call on 29 July 2025 at 10am and that they were required to participate.

3. In advance of the CMD, on 07 July 2025, the Respondent emailed the HPC directly as her solicitor at Legal Services Agency was on annual leave. At this time, the Respondent requested postponement of the CMD scheduled for 29 July 2025. Thereafter further submissions were lodged by the Respondent, and by the Applicant's solicitor regarding an application to increase the sum sought. Parties' correspondences were crossed over to the other party's representative. The Respondent's request for postponement of the CMD on 29 July 2025 was refused by the tribunal.

The Case Management Discussion on 29 July 2025

4. The CMD took place on 29 July 2025. Ms Eleanor Loughlin was present for the Applicant. The Applicant was represented by Ms Kirstie Donnelly, solicitor, T C Young. The Respondent was not present but was represented Ms Rebecca Stafford, solicitor, Legal Services Agency. Following upon discussion with the parties' representatives, the tribunal issued a CMD Note and Direction. The CMD Note confirmed the Applicant was still seeking an order for payment and an eviction order in the conjoined case (EV/25/0923). Ms Stafford for the Respondent stated the Respondent was opposed to the granting of a payment order. She had had difficulty in obtaining instructions due to a number of personal reasons on the part of the Respondent. There had been discussion around the rent arrears. Ms Stafford stated the Respondent was now addressing her rent arrears as she believed these to be. Ms Stafford explained the Respondent had challenged her rent increase and had indicated there had been a finding in her favour. The Respondent considered she was paying her full rent charge. Ms Stafford stated there to be a shortfall in the amount the Respondent received from Universal Credit and the Respondent may receive a Discretionary Housing Payment. There was no information on when the Universal Credit started or how much any Discretionary Housing Payment might be paid over. The Respondent was said to have been advised to seek money advice from Citizens Advice Bureau but Ms Stafford was unaware if the Respondent had sought that advice to date. The amount sought by the Applicant was disputed but given limited instructions Ms Stafford was unable to provide more information on that point. Mrs Loughlin had stated the Respondent had not co-operated with her landlord in relation to works that required to be carried out only providing last minute consent. The rent had initially been £950 per month, increasing to £1,100 during the tenancy. The property is a three-bedroom detached house which could attract a significantly higher rent if marketed as such. Due to medical issues recently, the Applicant directors realised they no longer wished to be landlords and considered the relationship between with the Respondent to have irretrievably broken down. Ms Stafford stated the Respondent was aware she would be required to attend any hearing set. The tribunal proceeded to issue a Direction requiring the respective parties to answer a serious of questions, and/or to produce their

relative responses within the timeframe specified, and in addition thereto to submit their supporting evidence, List of Witnesses and List of Authorities.

5. A hearing was scheduled to take place on 21 January 2026 at 10am within Glasgow Tribunal Centre ("GTC"). On 28 November 2025, parties' representatives were emailed by the HPC with notification regarding the hearing. In advance of the hearing parties' representatives lodged the following documents and/or correspondences.

    (a) on 01 September 2025, the Respondent's solicitor lodged written representations on behalf of the Respondent (and additionally in respect of the conjoined case EV/25/0923).

    (b) on 26 September 2025, the Applicant's solicitor lodged List of Witnesses; List of Authorities; Third Inventory of Productions for the Applicant (including reference to video footage, the inclusion of which had been allowed by the tribunal at an earlier date, and access provided to the Respondent's solicitor); and written representations addressing points in the Respondent's representations (and in respect of the conjoined case EV/25/0923 also).

    (c) on 30 September 2025, the Respondent's solicitor lodged List of Witnesses; List of Authorities; and First Inventory of Productions for the Respondent.

    (d) on 13 January 2026, the Applicant's solicitor lodged Fourth Inventory of Productions for the Applicant.

    Postponement of the Hearing scheduled for 21 January 2026

    (e) on 14 January 2026, the Respondent's solicitor emailed the HPC with a request to postpone the hearing scheduled for 21 January 2026 in relation to the eviction application by reference to a medical certificate from the Respondent's general practitioner dated 09 January 2026 (referencing both the payment application case and the conjoined case EV/25/0923) and seeking postponement for a period of two months. The correspondence was crossed over to the Applicant's solicitor who emailed on the same day with objection to the request and highlighting clarification was required over the representation of the Respondent's solicitor in connection with the civil payment case given a contrary position expressed in separate communication between the parties' solicitors. Following upon crossover of the Applicant's solicitor's correspondence to the Respondent's solicitor, the HPC emailed the Respondent's solicitor on 19 January 2026 seeking clarification in order to report to the tribunal regarding her position with confirmation that she was still instructed regarding both applications. An automated out of office email was the only response. In absence of any notification regarding a change of status, the tribunal's determination to grant postponement was issued to the Respondent's solicitor in respect of both applications. No subsequent clarification on a change of

representation status on behalf of the Respondent was received by the HPC, despite dates to avoid having been provided to the HPC regarding the re-scheduled hearing.

6. On 17 February 2026, notification of the rescheduled in-person hearing on 31 March 2026 at 10am within the GTC regarding the payment application and the conjoined eviction case (EV/25/0923) was sent to the parties' solicitors. In advance of the hearing the following documents and/or correspondences were received by the HPC administration.

   (a) on 12 March 2026, the Applicant's solicitor lodged a Fifth Inventory of Productions for the Applicant comprising copy letter enclosing updated rent statement and indicating that the Applicant was applying to the tribunal for amendment of the sum sought at the upcoming in-person hearing on 31 March 2026 within GTC.

   (b) on 17 March 2026, the Applicant's solicitor lodged a Sixth Inventory of Productions for the Applicant and copied this to the Respondent's solicitor.

   (c) on 20 March 2026, emails sent directly from the Respondent which were copied to her solicitor and the Applicant's solicitor, following upon her receipt of an updated rent statement sent to her by the Applicant's solicitor in advance of the rescheduled hearing on 31 March 2026. The Respondent indicated she had been unaware of the rescheduled hearing date and amongst other points wished the hearing on 31 March 2026 to be postponed. The Applicant's solicitor objected to any postponement.

   (d) on 24 March 2026, an email sent from the Respondent's solicitor requesting postponement of the hearing fixed for 31 March 2026 regarding the separate eviction application (EV/25/0923) and indicating that the Respondent was representing herself in the civil application which was calling alongside the eviction application. The postponement request stated the Respondent had not received notification of the scheduled hearing until 18 March 2026; the Respondent had recently experienced a further significant mental health episode and was away from home to support her recovery; and the Respondent was not returning to Glasgow until Wednesday 01 June 2026, therefore was unable to attend the hearing on 31 March 2026. No supporting evidence was submitted. The Applicant's solicitor was opposed to the postponement.

   (e) on 26 March 2026, subsequent correspondence was sent by the Respondent's solicitor proposing a secondary position of proceeding with the hearing on a part-heard basis. The Applicant's solicitor was opposed to the proposal for the hearing to proceed on a part-heard basis and stated the reasoning for that objection.

The tribunal received all email correspondence. It was clarified to parties that parties' representatives were given intimation of the rescheduled hearing date on 17 February 2026, no clarification or intimation by or on behalf of the Respondent to the HPC having been received regarding any change in the Respondent's representation status for the conjoined applications. Further to the parties' various submissions dated 20 to 26 March 2026, the tribunal indicated to the parties' solicitors that it appreciated preparation would already have commenced and arrangements made for their witnesses to attend the hearing on 31 March 2026, therefore the request for postponement would be dealt with as a preliminary matter that morning.

7. On the afternoon of 30 March 2026, the Respondent sent an email to the HPC directly which requested postponement of the hearing on 31 March 2026 due to her health and attached a part-image of an apparent Soul and Conscience letter dated 30 March 2026 from her General Practitioner and a part-image prescription (date unknown) stating her landlord had arrived at her door earlier in the day and she had had a panic attack therefore had been given medication as a result; also stating her position regarding her arrears of rent and her solicitor would be present at the hearing on 31 March 2026. A follow up email was then received in which the Respondent stated her solicitor was no longer representing her and she was requesting postponement in order to seek new representation.

The Hearing on 31 March 2026 – request for postponement

8. On 31 March 2026, Mr Loughlin and Mrs Loughlin were present for the Applicant and represented by solicitor Ms Kirstie Donnelly of T C Young. The Respondent was not present. Initially there was no representation on behalf of the Respondent. The tribunal clerk provided Ms Donnelly with a copy of the Respondent's correspondence received the previous day albeit it transpired this had already been crossed over by the HPC administration to Ms Donnelly's firm's generic email address shortly after the correspondence had been received, but not to Ms Donnelly's email address. A short time later, Ms Rebecca Stafford, solicitor, Legal Services Agency arrived to represent the Respondent in the eviction application.

9. Ms Stafford explained that she had been in telephone contact with the Respondent as late as 6pm the previous evening and remained instructed by her in relation to the eviction application (EV/25/0923), however the Respondent was self-representing in the related civil application seeking a payment order. Ms Stafford was unaware that the Respondent had emailed the HPC directly the previous afternoon stating her solicitor was no longer representing her however she anticipated this was a misunderstanding on the part of the Respondent regarding correspondence issued to her requiring information from her.

10. Ms Stafford acknowledged notification of the rescheduled hearing in relation to both applications had been received on 17 February 2026. The Tribunal highlighted the HPC had not been notified by or on behalf of the Respondent that the Respondent was representing herself in the civil application until Ms

Stafford's email on 24 March 2026, and, in any event, her client was the Respondent in the eviction application therefore knowledge of matters relating to that application would imply knowledge regarding the connected payment case. Ms Stafford apologised to the tribunal as there was a failure on her/her firm's part in relation to late notification to the Respondent regarding the rescheduled hearing date. The Applicant's solicitor had objected on each occasion in respect of the various requests, or purported requests, for postponement which were superseded by the latest request for postponement on 30 March 2026 therefore Ms Donnelly was asked for the Applicant's position in relation to the information produced and presented to her on 31 March 2026.

11. Ms Donnelly explained the related eviction process had commenced in November 2024, this was a third hearing where postponement had been requested by the Respondent which, if granted, would further delay a determination until approximately two years later and current repayment proposed for the arrears would take many years. The tribunal required to have regard to the overriding principle. Ms Donnelly stated that whereas one party was assisted by legal aid the other was not. Prolonging proceedings had a greater financial impact upon the Applicant as they were self-funded and incurring increasingly more expenditure as a consequence of postponement at the request of the Respondent. That said, Ms Donnelly stated there were appeal aspects in relation to the hearing proceeding and that could delay matters still further. She re-stated the Applicant's opposition to a part-heard hearing which would be inappropriate as procedurally if one party has completed evidence then introducing new evidence would be problematic and there could be a delay of months before evidence is completed (alluding to the other party having longer preparation time). With regards other preliminary matters, Ms Donnelly was not opposed to the lodging of the Respondent's Second Inventory of Productions in the related eviction case (and comprising medical information), albeit late. Responding to the tribunal, Ms Stafford had stated the Respondent had expressed a desire to attend in-person regarding the applications.

12. Following upon an adjournment, the tribunal reconvened. The tribunal had carefully considered the Respondent's request for postponement of the hearing as summarised in the copy email of 30 March 2026 between Ms Stafford and the Respondent under deletion of the fourth point comprised therein (given the clarification regarding intimation of Ms Stafford no longer representing the Respondent in the civil application only having been notified to the HPC on 24 March 2026). The tribunal had regard to the terms of the Respondent's soul and conscience letter dated 30 March 2026, the medical information comprised in the Second Inventory of Productions for the Respondent in the related eviction case and the submissions of both parties' solicitors, noting also the impact of prolonging proceedings upon the Applicant directors as a consequence of repeated postponement requests at the instance of the Respondent regarding proceedings to date. Mindful of the overriding objective of the tribunal to deal with proceedings justly and having balanced the competing interests of the parties at the current juncture, the tribunal decided to grant the postponement of the proceedings. The Tribunal stated however that the pattern of postponement in proceedings could not endure. It was

expressed to parties that the application be adjourned to allow a new hearing to be fixed at the earliest opportunity and that parties' solicitors required to apply strict focus to the oral and written submissions already lodged with the tribunal (where areas of agreement or non-dispute are apparent) in order to narrow relevant facts remaining in dispute which require to be addressed in evidence by witnesses at the fresh hearing. Given that the extent of unpaid rent arrears remaining outstanding by the Respondent will form a part of the reasonableness aspect of parties' submissions in the eviction application (EV/25/0923) then the tribunal envisaged submissions of the parties in the civil payment application would follow on from the eviction application, to allow a determination in both applications.

13. With regards the further preliminary matter regarding the Applicant's request to increase the sum sought to £3,024.38 simply to bring matters up to date as at 12 March 2026 in terms of the letter and updated rent statement issued to the Respondent and forming the Fifth Inventory of Productions for the Applicant, the tribunal allowed the sum sought to be amended, under explanation that the level of unpaid rent due by the Respondent remained disputed by her. A direction was subsequently issued by the tribunal.

14. The Direction to parties stated expressly that the Respondent was required to attend the new hearing personally. The Respondent was required to confirm her position on certain points as stated in the written representations lodged with the tribunal by her (now former) legal representative and provide evidence of her successful challenge to her landlord's Rent Increase Notice in 2024 seeking to increase the rent, and to lodge same by a specified date. Both parties were required to lodge any additional documents to be relied upon and any revised list of witnesses in advance of the rescheduled hearing.

The Hearing

15. The evidential hearing was rescheduled to take place on 11 August 2026 at 10am within Glasgow Tribunal Centre ("GTC"). On 10 July 2026, emails were sent to the Respondent and Mrs Eleanor Loughlin for the Applicant with notification regarding the hearing and stating that they were required to attend.

16. A hearing was held at Glasgow Tribunals Centre on 11 August 2026 at 10am to consider the present application and the accompanying eviction application (EV/25/0923). Mr Gerry Loughlin and Mrs Eleanor Loughlin were present for the Applicant. Ms Kirstie Donnelly of T C Young, solicitors, was in attendance to represent the Applicant in the related eviction application. The Respondent was not present. The Respondent's husband Mr Liam Greig was present.

Preliminary issues

17. Late afternoon the previous day, the tribunal had been sent a submission lodged by the Applicant on 03 August 2026 enclosing an up-to-date rent statement. The submission had been crossed to the other party. The tribunal noted the Applicant's submission had been lodged timeously.

18. On the morning of the hearing the clerk informed the tribunal that the Respondent's solicitor would not be in attendance regarding the related eviction application (EV/25/0923) and produced an email sent the previous afternoon, copied to the Applicant's representative in that application, which stated they had withdrawn from acting on behalf of the Respondent. Also provided to the tribunal at this time was a copy of an email sent by the Respondent the previous evening to the HPC administration attaching a Soul and Conscience certificate from her GP dated 10 August 2026, a consequence of which the Respondent stated she was unable to attend the hearing and her husband would attend in her absence.

19. The Soul and Conscience letter dated 10 August 2026 signed by Dr Hopkins of Tollcross Medical Centre and referencing patient 'GREIG, Lesley of 42 Braircrof, ,G33 1RE' stated the Respondent had a severe condition that she awaits surgery in relation to and requires regular strong analgesia to address her pain, thus currently unfit to attend court under explanation that her present condition would endure until after she has recovered from her operation (in respect of which no timescale was referred to). This was the third Soul and Conscience letter produced by the Respondent from her GP. On 09 January 2026, a Soul and Conscience letter from Dr Hopkins stated the Respondent was unfit to attend court as she was having debilitating symptoms relating to her mental health and a severe physical condition in respect of which she was receiving treatment, and was anticipated likely to be fit to attend court in 8 weeks. On 30 March 2026, the Soul and Conscience letter stated the Respondent was unfit to attend court as a result of significant mental health symptoms which were anticipated by the GP at that time would be the case for the next four weeks. Prior to this the Respondent had requested postponement of the CMD on 29 July 2025, which request was refused.

20. Mr Greig explained to the tribunal and the Applicant's solicitor that his wife was unwell and the matter of the hearing had been sprung on him the previous evening therefore he asked if the hearing could be postponed to another date to allow an opportunity to obtain legal representation regarding the applications. Mr Greig was apparently unaware of the extent of the Respondent's legal representations to date, before clarifying that he would wish a further adjournment in proceedings to allow *him* the opportunity to obtain legal representation regarding the applications to try and resolve matters. The Applicant's solicitor in relation to the eviction application: was opposed to postponement, raised an issue regarding Mr Greig's status, and stated the Applicant was ready and prepared to proceed.

21. Following upon a short adjournment, the hearing reconvened with Mr Loughlin and Mrs Loughlin for the Applicant present, Ms Donnelly (representing the Applicant in the related eviction application), and Mr Greig. The Legal Member provided a brief summary of the position, explained the Respondent was not

present, Mr Greig had been noted as a Witness for the Respondent in the related eviction application; the Respondent's solicitor had withdrawn from acting in the eviction application and Mr Greig had requested postponement regarding both applications; objection on behalf of the Applicant from Ms Donnelly in the eviction application had been noted. Mrs Loughlin confirmed the Applicant was opposed to postponement and expressly stated the Applicant was opposed to postponement in the present application, an updated rent statement had been lodged, matters had been ongoing for approximately two years already and the relationship with the Respondent having irretrievably broken down.

22. The tribunal considered the overriding objective in terms of Rule 2 of the 2017 rules in managing proceedings. Having balanced the competing interests of the parties the tribunal determined that in the interest of fairness and justice the hearing in both applications would proceed in the absence of the Respondent. It was stated to those present that the tribunal would consider relevant documents lodged by or on behalf of the Respondent, including Written Representations for the Respondent and the Productions for the Respondent.

Issues before the Tribunal

23. The issues before the Tribunal were:

    1. Whether the Respondent owes the Applicant outstanding rent arrears.
    2. If so, how much is owed by the Respondent to the Applicant.

Submissions by/on behalf of the Applicant

24. Mrs Loughlin for the Applicant asked the tribunal to make a payment order for the sum detailed in the updated rent statement lodged on 03 August 2026, being £4,132.06. The tribunal noted the arrears figure as at the date of the previous hearing on 31 March 2026 had been £3,024.38 in terms of the rent statement dated 12 March 2026 comprised in the Fifth Inventory of Productions for the Applicant. The updated rent statement did not incorporate that same figure. The updated statement comprised typewritten figures up to and including 30/12/205 – rent due £1,030 – rent paid £1,000 – balance outstanding £3,090 (which accorded with the typewritten statement comprised in the aforementioned statement dated 12 March 2026) and handwritten figures written thereafter. On closer examination by reference to the earlier rent statement, Mrs Loughlin acknowledged there were arithmetical errors in the handwritten update. The correct outstanding balance was £2,998.66, by reference to the rent statement dated 12 March 2026 and in terms of the following:

(a) the monthly rent due column had remained £1,030 (that is: at 30/3/2026 (for April), 30/4/2026 (for May), 30/5/2026 (for June), 30/6/2026 (for July) and 30/7/2026 (for August);

(b) the monthly rent paid column had remained £1,062.81 (including £1,000 rent and £62.81 arrears) at 30/3/2026 and 30/4/2026, thereafter £1,066.70 (including £1,000 rent and £66.70 arrears) at 30/5/2026 and 30/6/2026 respectively, then £916.70 (including £850 rent and £66.70 arrears) at 30/7/2026;

(c) thus, the outstanding balances column being £2,991.57 at 30/3/2026, £2958.76 at 30/4/2026, £2,922.06 at 30/5/2026, £2,885.36 at 30/6/2026 and £2,998.66 at 30/7/2026.

Mr Greig took note of the updated figure and how that had been arrived at, clarifying to the tribunal that he had spoken personally to DWP on behalf of his wife and the recent adjusted rent element of £850 paid by DWP was due to be re-adjusted to revert to the usual £1,000 (explained to relate to his step-son's recent marriage and clarification to DWP that the Respondent's son remained a carer for her). Mrs Loughlin stated she had received DWP notification of the reduced level and nothing further.

25. The Tribunal noted the following by reference to the productions before it lodged by or on behalf of the Applicant:

(a) First Inventory of Productions for the Applicant (item 1) - Rent in terms of the tenancy agreement: £950 payable calendar monthly in advance on 1st month.

(b) First Inventory of Productions for the Applicant (item 2) - original rent statement produced with the application 03 March 2025: rent of £1,000 payable in advance for May 2022 to September 2023; thereafter rent of £1,030 payable for October 2023 enduring for 12 months; then an increased figure of £1,080 payable for October 2024 to February 2025 with the balance on the rent account at £3,010. First Inventory of Productions for the Applicant (item 3) - rent increase notice dated 03 July 2023: rent increased from £1,000 to £1,030 effective 01 October 2023.

(c) Second Inventory of Productions for the Applicant (items 1 & 2) - rent statement dated 04 July 2025: rent of £1,000 payable in advance for May 2022 to September 2023; thereafter rent of £1,030 payable for October 2023 enduring for 12 months; then an increased figure of £1,080 payable for October 2024 to July 2025 with the balance on the rent account at £3,410.

(d) Third Inventory of Productions for the Applicant (item 11) - rent statement as at 26 September 2025: rent of £1,000 payable in advance for May 2022 to September 2023; thereafter rent of £1,030 payable for October 2023

enduring to September 2025 with the balance on the rent account at £2,970 – thereby reflecting the Applicant was no longer insisting upon an increased sum of rent beyond £1,030.

(e) Fourth Inventory of Productions for the Applicant (item 8) - rent statement as at January 2026: rent of £1,000 payable in advance for May 2022 to September 2023; thereafter rent of £1,030 payable for October 2023 enduring to January 2026 with the balance on the rent account at £3,090

(f) Fifth Inventory of Productions for the Applicant (item 1 & 2) - rent statement as at 12 March 2026: rent of £1,000 payable in advance for May 2022 to September 2023; thereafter rent of £1,030 payable for October 2023 enduring to March 2026 with the balance on the rent account at £3,024.38.

(g) Updated rent statement as at 03 August 2026 – in terms of the oral submission referred to at paragraph 24 above: the up-to-date balance on the rent account clarified to be £2,998.66.

26. As clarified by Mrs Loughlin, the current balance of unpaid rent was now stated to be £2,998.66, a lesser figure than the sum sought at the previous hearing.

Written Submissions by/on behalf of the Respondent

27. In absence of the Respondent, the tribunal had regard to the written submissions and documents previously lodged by her and/or on her behalf. The Respondent admitted that she was in arrears of rent. The Respondent disputed how much those arrears are by reference to rent increase notices that she claimed were invalid.

28. In the Written Submission for the Respondent lodged on 01 September 2025 it was stated:

"Both parties voluntarily entered into the tenancy agreement"

As of the 2nd October 2023, the Respondent commenced paying £1,030 rent. At this point the arrears were at £50.00 owing to a £50.00 shortfall in the rent paid in May and September 2022, £50.00 of which was made up in November 2022…In May 2024 the Respondent recommenced paying rent of £1,030 per month."

"The Respondent accepts that…some rent arrears are due. However, the total amount cannot be calculated until a decision has been made on the validity of the two most recent rent increases by the Applicant. In terms of the arrears up until the 30th September minus the disputed rent increases, the expected actual arrears are calculated at around £2,390.00."

In terms of the First Inventory of Productions for the Respondent lodged on 30 September 2025 the Respondent submitted a Rent Increase Referral Application to Rent Service Scotland on 13 June 2024 requesting a rent officer adjudicate regarding the rent increase notified by her landlord (item 1). The

copy email response dated 26 July 2024 (item 2) stated certain specified documents require to have been submitted and, on checking, the Respondent had not provided these therefore the Rent Service Scotland were unable to adjudicate on the rent increase.

29. The parties are not in dispute that rent was being charged and paid at a rate of £1,000 per calendar month during the period May 2022 to September 2023 (both months inclusive). The Respondent did not produce evidence (when required to so do) to support her assertion that she had successfully challenged the rent increase notice issued in June 2024 which was said to become effective on 01 October 2024 (increasing the rent from £1,030 to £1,100). In any event, the Applicant's position is that they are not insisting upon any rent higher than £1,030 per calendar month. A rent increase notice dated 03 July 2023 increasing the rent from £1,000 to £1,030 effective 01 October 2023 was produced with the application papers. The Respondent did not produce any evidence to support any assertion that the Applicant's relative rent increase notice was invalid.

Findings in Fact

30. The Tribunal made the following findings in fact:

(1) The Applicant is the owner and registered landlord of the Property. The Property is a three bedroom, detached house with private garden to the rear and a driveway.

(2) There is a private residential tenancy agreement between the Applicant and the Respondent in relation to the Property. The tenancy commenced on 15 July 2018.

(3) In terms of the tenancy agreement the Applicant is the landlord and the Respondent is the tenant.

(4) The rent is stated in the tenancy agreement as £950 per calendar month due and payable on 1st of each month. An initial payment sum of £500 was due to be paid for the period 15 to 31 July 2018, with the £950 calendar monthly rent then due on 1st August 2018 and thereafter in advance on the 1st of each month.

(5) The Respondent was in rent arrears regarding a shortfall sum of £50 from May 2022 and continuously thereafter when the arrears began to accrue more significantly during 2024.

(6) The Respondent made no rent payments for the months of August and September 2024.

(7) The Respondent applied for housing benefit. Regular payments of £1,000 per month have been in payment from September 2024 regarding the Universal Credit housing element. Payments to the rent are made by DWP directly to the Applicant and have endured at the sum £1,000 each month until July 2026 when the sum reduced to £850. Monthly payments in addition towards the arrears are paid by DWP directly to the Applicant and have been in payment from January 2026: being more particularly shown in the rent statement entries - £62.81 for February, March, April and May, then £66.70 for June, July and August (all months in 2026).

(8) The Respondent is currently unemployed and is in receipt of benefits.

Reasons for decision

31. The Tribunal accepted the unchallenged evidence of the documentation and the oral submission on behalf of the Applicant regarding the sum of arrears of rent remaining due and unpaid by the Respondent (as clarified at the instance of the tribunal).

32. The Tribunal was satisfied that the Respondent had been made aware of (a) the rent statement dated 12 March 2026 produced by the Applicant's legal representative at that time in advance of the previous hearing date on 31 March 2026; and (b) the Applicant's submission dated 03 August 2026 that Mrs Loughlin would be representing the Applicant at the hearing and had produced an updated rent arrears statement (the HPC administration having crossed same to the Respondent).

33. The Tribunal was satisfied from the evidence before it, and clarified by Mrs Loughlin in oral submission, that the Respondent owes the Applicant £2,998.66 in unpaid rent. 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 £2,998.66.

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, Legal Member **11 August 2026**