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

Chamber Ref: FTS/HPC/CV/26/0824

Re: Property at 69 Crossveggate Milngavie, Glasgow, G62 6RA ("the Property")

Parties:

Ms Vicki Nash, Glynside Kippen Road, Fintry, Stirlingshire, G63 0LW ("the Applicant")

Mr Mark Ewing, Mrs Deborah Ewing (formerly Barbour), 31 Queens Court, Milngavie, G62 6QA ("the Respondents")

Tribunal Members:

Sarah O'Neill (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment by the Respondents of the sum of £2368.66 should be granted in favour of the Applicant.

Background

1. An application was received from the Applicant's representative on 18 February 2026 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").

2. The Applicant sought an order for payment against the Respondents in respect of: 1) rent arrears of £3248.66 which were alleged to be due by the Respondents to the Applicant as at the date of the application; 2) £120 in respect of costs for cleaning and removing items from the property and 3) costs related to the landlord's insurance totalling £119.16.

3. Attached to the application were:

   (i) copy private residential tenancy agreement between the parties, which commenced on 20 April 2018
   (ii) rent statement showing outstanding arrears of £3248.66 as at the date of the application
   (iii) invoice for £120 dated 12 February 2026 in respect of cleaning and removal of items belonging to the Respondents which had been left at the property
   (iv) screenshots of the Applicant's landlord insurance policy renewal details

4. Following a request from the tribunal administration, further information was received from the Applicant's representative on 25 March 2026.

5. The application was accepted on 29 April 2026.

The first case management discussion

6. A case management discussion (CMD) was held by teleconference call on 17 August 2026. The Applicant was represented by Mr Lucas Brightey of Western Lettings, Glasgow. There was no appearance by either Respondent.

7. The tribunal noted that the First Respondent had emailed the tribunal advising that his wife, the Second Respondent was just out of hospital and that it was on her return they had realised there was correspondence from the Tribunal. He advised that their telephone had been cut off. The Respondents sought the postponement of the CMD to consider their position.

8. On 13 August 2026, the Applicant's representative had indicated that the Applicant wished to make an amendment to the application to include the cost of changing the locks at the property.

9. The tribunal decided in all the circumstances it decided to postpone the CMD to a later date, to allow the Respondents the opportunity of fully participating in the process and also to allow the Applicant to submit an application in terms of Rule 14 to include details of the amendment sought and produce any evidence available in support of the amendment.

Further procedure

10. The present tribunal made a direction on 5 October 2026, directing the Applicant to provide further information regarding the Respondents' tenancy deposit and the rent increase notices which had been sent to them.

11. A response to the direction was received from the Applicant's representative on 13 October 2026. A further submission was received from the Applicant's representative on 15 October 2026.

12. No written representations or time to pay application were received from the Respondents in advance of the continued CMD.

The continued case management discussion

13. A case management discussion (CMD) was held by teleconference call on 22 October 2026. The Applicant was represented by Mrs Kirsty Murphy of Western Lettings. Neither Respondent was present nor represented. The tribunal delayed the start of the CMD by 10 minutes, but the Respondents did not join the teleconference call and no telephone calls or messages had been received from them.

14. The tribunal was satisfied that the requirements of rule 17 (2) of the 2017 rules regarding the giving of reasonable notice of the date and time of a case management discussion had been duly complied with. It therefore proceeded with the CMD in the absence of the Respondents.

Preliminary issue

15. The tribunal noted that in their submission of 13 October 2026, the Applicant's representative sought an amendment to the application to add a claim for £198 in respect of changing the locks at the property, because the Respondents were alleged not to have returned the keys to the Applicant as required under the tenancy agreement.

16. At the previous CMD, Mr Brightey had indicated that the Applicant would seek to amend the application to include this claim. One of the reasons why the tribunal had continued the CMD was to allow him to do so. The previous tribunal explicitly referred to the requirements of rule 14 of the 2017 rules in this regard.

17. The tribunal noted that rule 14 states that where an application is amended to include a new issue, any other party must be given an opportunity to make written representations in response to the amendment by a date specified by the tribunal which is not less than 14 days from the date on which the amendment was intimated.

18. While the tribunal had previously been notified that the Applicant would seek to make such an amendment, the amendment request (including specific details of the sum involved, together with an invoice to support this) was not submitted until 13 October 2026. This was less than 14 days before the CMD. The tribunal

therefore refused to allow the amendment. Mrs Murphy said that rather than continue the application further to notify the Respondents of the claim, she would not seek to pursue the claim in respect of changing the locks.

Submissions on behalf of the Applicant

19. Mrs Murphy asked the tribunal to make a payment order against the Respondents for the sum set out in the updated rent statement submitted on behalf of the Applicant on 13 October 2026, together with the sums sought in respect of cleaning and insurance costs, as set out in the application.

20. Regarding the claim for £119.16 in respect of the Applicant's building and contents insurance costs, Mrs Murphy confirmed that this related to the period between 12 December 2025, when the annual insurance was renewed, and 15 January 2026. The Respondents had started to move out of the property in November 2025. They had left the heating fully off from that time, and the Applicant was concerned about possible burst pipes. When the insurance came up for renewal, the Applicant had advised her insurer that the property was unoccupied, which led to an increase in her premium. The Applicant therefore wished to recoup the costs of this from the Respondents.

Findings in fact

21. The tribunal made the following findings in fact:

- The Applicant is the owner and registered landlord of the property.
- The parties entered into a private residential tenancy agreement in relation to the property, which commenced on 20 April 2018. The rent in terms of the tenancy agreement was £600 per calendar month payable in advance on the 20th day of each month.
- The rent was subsequently increased to £615 per month from 29 October 2023 and then to £650 per month from 29 January 2025.
- A previous tribunal granted an eviction order in favour of the Applicant on 20 November 2025.
- The Respondents were evicted from the property by sheriff officers on 15 January 2026.
- The Respondents were charged rent for the property until 15 January 2026.
- A repayment plan was agreed between the parties for the arrears to be repaid at the rate of £200 per month in around February 2026. One payment of £200 was made by the Respondents on 25 March 2026.
- The Respondents' tenancy deposit of £800 was returned to the Applicant in respect of the rent arrears by Safe Deposits Scotland on 10 March 2026.

- The Applicant had notified the Respondents that they owed the arrears sought prior to making the application.
- As at the date of the CMD, the Respondents owed the Applicant £2248.66 in rent arrears. They also owed the Applicant the sum of £120 in respect of costs for cleaning and removal of items from the property.

Reasons for decision

22. The tribunal considered that in the circumstances, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties. It therefore proceeded to make a decision at the CMD without a hearing in terms of rules 17(4) and 18 (1) (a) of the 2017 rules.

23. The tribunal noted that there appeared to be a discrepancy between the rent statement submitted with the original application and the updated rent statement submitted on 13 October 2026, regarding the rent arrears owed by the Respondents. The updated rent statement showed the sum due, following deduction of the £800 deposit and the £200 paid by the Respondents on 25 March 2026, to be £2848.66.

24. The tribunal noted that this appeared to be incorrect, as the original sum sought following the end of the tenancy was £3248.66. The sum sought in respect of arrears should therefore be £2248.66 (i.e. £3248.66 less (£800+£200)). Mrs Murphy explained that the discrepancy was due to the differing dates on which the figures had been taken from the system. She agreed, however, that the total arrears should in fact be £2248.66.

25. The tribunal noted that the Respondents had not opposed the application or disputed that they owed the sum sought. It appeared that the Respondent accepted that they owed the arrears, as they had agreed a repayment plan.

26. Regarding the £120 costs claimed for cleaning and removal of items left in the property by the Respondents, this was evidenced by the invoice provided by the Applicant's representative. Liability for these costs had not been disputed by the Respondents.

27. Regarding the insurance costs claimed, the tribunal noted that the rent statement showed that the Respondents had been charged rent for the property up until 15 January 2026. This appeared to be incompatible with the Applicant's position that the property was unoccupied. Mrs Murphy accepted that this was

the case. The tribunal therefore determines that the Respondents are not liable to pay the insurance costs claimed.

28. For the reasons set out above, the tribunal determines that an order for payment by the Respondents of the sum of £2368.66 should be made in favour of the Applicant. This includes £2248.66 in respect of rent arrears and £120 in respect of the costs of cleaning and removal of items from the property.

Decision

29. The Tribunal grants an order for payment by the Respondent to the Applicant for the sum of £2368.66.

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.

Sarah O'Neill

22 October 2026

Legal Member/Chair **Date**