



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/23/2999

**Re: Property at 155 Woodhill Road, Bishopbriggs, Glasgow, G64 1DE (“the
Property”)**

Parties:

**Craig Wallace, 12 Craufurd Crescent, Barrmill, North Ayrshire, KA15 1HR (“the
Applicant”)**

**Margaret Campbell, 155 Woodhill Road, Bishopbriggs, Glasgow, G64 1DE (“the
Respondent”)**

Tribunal Members:

Joel Conn (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that**

1. This is an application by the Applicant for civil proceedings in relation to an assured tenancy in terms of rule 70 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”), namely an order for payment of rent arrears. The tenancy in question was a Short Assured Tenancy of the Property by the Applicant to the Respondent dated 16 July 2011.
2. The application was dated 29 August 2023 and lodged with the Tribunal on that date. The application was accompanied with a rent statement showing arrears to 15 August 2023 of £8,404.98 and sought payment of that amount and “any further sums due from the date of the application to the date an order is made”, seeking interest at 8% per annum “or any such rate the Tribunal considers appropriate”. The statement showed the arrears as having been present since October 2014 but in particularly developing to the current level during 2018 to 2021. The arrears had developed, according to the statement, through shortfalls

on payments over a long period plus some missed payments. According to the Tenancy Agreement lodged with the application, the monthly rent was £650 and due on the 15th of each month. Rent was being paid on time (to a material extent) since around February 2022, and the arrears since that time had been effectively steady at the current level (with less than £1 of an increase in the arrears in the 18-month period).

The Hearing

3. On 18 November 2024 at 10:00, at a continued case management discussion (“CMD”) of the First-tier Tribunal for Scotland Housing and Property Chamber, sitting remotely by telephone conference call, I was addressed by the Applicant’s agent, Kirstie Donnelly, solicitor, of TC Young. As of 10:05, there was no appearance by the Respondent (that is, neither she nor anyone on her behalf had dialled in).
4. The Respondent had appeared at the original CMD of 13 December 2023. At that time this application and a conjoined application for eviction (EV/23/2997) were considered together. An order for eviction had been granted in terms of section 33 of the Housing (Scotland) Act 1988 on that date but this application was continued for the Respondent to provide further evidence of her proposed defence. The Respondent confirmed that she accepted that a sum was due in arrears but she was not able at the time of the original CMD (nor even estimate) the sum she said was due. She said at the original CMD that she had very recently obtained 13 years of historic bank statements and was starting to reconcile them. At that time she said that she had already noted a few payments that she believed she had made to the Applicant but which were not credited on the arrears statement lodged with the application (but she did not specify the dates nor amounts). The Respondent said at the original CMD that she required further time to complete the reconciliation and the CMD was continued for her to do so. A Notice of Direction was issued to the Respondent, providing her until 31 January 2024, to provide further vouching of her position and clarification of the sum that she said was due in regard to arrears.
5. The Tribunal Clerk confirmed that no further correspondence had been lodged by the Respondent, whether timeously further to the Directions or otherwise. The Applicant’s agent confirmed that there had been no contact from the Respondent with her office or the Applicant regarding arrears. (She said there had been some recent correspondence between the parties regarding the Respondent arranging a temporary repair to the garage roof at the Property.)
6. I was thus satisfied that there was no appearance by the Respondent. The Respondent had taken no steps to detail her defence to the quantification of the claim. I found her non-appearance consistent with her non-compliance with the Directions, and lack of any communication with the Applicant or the Tribunal. In the circumstances, I was satisfied to consider the application in full at the continued CMD in the absence of the Respondent.
7. In regard to the current position, the Applicant’s agent confirmed that – through to the rental payment date of 15 March 2024 – rent of £650/month was still being

made by the Respondent, but no payments were being made against arrears. The arrears under the Tenancy were thus still £8,404.98 and that this figure covered all outstanding arrears through to 14 April 2024. The Respondent remained at the Property and the Applicant sought an order covering only the current arrears, reserving his position on any future potential liability under the Tenancy.

8. I noted there was no contractual rate of interest in the Tenancy Agreement. No order for expenses was sought.

Findings in Fact

9. By written lease dated 16 July 2011, the Applicant let the Property to the Respondent by lease with a start date of 15 July 2011 for a “six month period and thereafter monthly” (“the Tenancy”).
10. Under the Tenancy, the Respondent was to make payment of £650 per month in rent in advance to the Applicant on the 15th of each month.
11. As of 15 August 2023, there was unpaid rent of £8,404.98 due by the Respondent to the Applicant in terms of the Tenancy in respect of missed or part-missed payments for rent accrued over a protracted period but principally from 2018 until 2021.
12. On 29 August 2023, the Applicant raised proceedings for an order for outstanding rent due of £8,404.98.
13. The unpaid rent due at 18 March 2024 remains £8,404.98, covering all rent due to 14 April 2024.
14. The Respondent provided no evidence of payment of any part of the said unpaid rent due to 14 April 2024 of £8,404.98.

Reasons for Decision

15. The application was in terms of rule 70, being an order for civil proceedings in relation to assured tenancies.
16. The Respondent acknowledged at the original CMD that there was a sum due to the Applicant but indicated that she intended to defend on quantification, by providing a reconciliation of payments made out of her bank account that she said had not been marked as received on the rental statement. Despite having provided her an extended period to provide any detail of allegedly missed payments, she provided none to the Applicant or the Tribunal. The rent statement was detailed and covered the entire period of the Tenancy. I was satisfied with the evidence being provided by the Applicant and noted the lack of contradictory evidence from the Respondent. The Respondent’s submissions at the original CMD that she had noticed inconsistencies as at that time (but without specifying

any dates of alleged missing payments) was not sufficient evidence to consider as a proper defence.

17. I was satisfied, on the basis of the application and supporting papers, and further submissions at both CMDs, that rent arrears in the figure of £8,404.98 was outstanding for the period to 14 April 2024 and thus outstanding at the date of the CMD.
18. In all the circumstances, I was thus satisfied that the necessary level of evidence for such civil proceedings on the sum of £8,404.98 had been provided and no sufficiently narrated dispute was made by the Respondent against this figure.
19. The Procedure Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal and I was satisfied to make a decision at the CMD to award the sum of £8,404.98 against the Respondent, with interest at the judicial rate of 8% against this sum, with interest from today's date.
20. I note that this sum relates to rent due through to 14 April 2024 and the Applicant thus reserves its position in regard to any further claim under the lease against the Respondent.

Decision

21. In all the circumstances, I was satisfied to make the decision to grant an order against the Respondent for payment of the sum of £8,404.98 with interest at 8% per annum to the Applicant.

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.

18 March 2024

Legal Member/Chair

Date