



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/3163**

**Re: Property at 223 Brandon Street, Motherwell (“the Property”)**

**Parties:**

**Coatbridge Property Investments Limited, 40 Carlton Place, Glasgow (“the Applicant”)**

**Mr Andrew Mackie, 223 Brandon Street, Motherwell (“the Respondent”)**

**Tribunal Members:**

**Melanie Barbour (Legal Member) and Ann Moore (Ordinary Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment of the sum of FOUR THOUSAND EIGHT HUNDRED AND ELEVEN POUNDS FORTY FIVE PENCE (£4,811.45) STERLING in favour of the Applicant against the Respondent.**

**Background**

1. Two applications were under Rule 111 and 109 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment and an order for recovery of possession under a private residential tenancy by the Applicant against the Respondent for the Property.

2. The applications contained: -
  - a. the tenancy agreement,
  - b. the notice to leave with evidence of service
  - c. section 11 Notice with evidence of service
  - d. evidence of rent increase
  - e. rent statement
  - f. emails to the tenant about rent arrears.
3. A case management discussion took place on 4 March 2025. In attendance was the applicant's agent, Mrs Barclay from Happy Lets Limited. Notice of the Case Management Discussion had been made by sheriff officers. The respondent did not appear. The tribunal was prepared to proceed in their absence given they had notice of today's Case Management Discussion.
4. The applicant's agent lodged an updated rent statement on 6 February 2025. The rent arrears had increased to £4,811.45. The chamber had sent a copy of this email and updated rent statement to the respondent by post on 11 February 2025.

### Discussion

5. The applicant's agent advised that the applicant was seeking an order for payment of an amended sum of £4,811.45. The applicant's agent advised that she had sent the updated rent statement to the respondent around about the same time as she had sent it to the tribunal.
6. She moved to amend the sum sued to £4,811.45. The respondent had been made aware of this amendment. The tribunal granted this amendment.
7. She advised that the rent arrears had been increasing since the application was made and were now over £5,000.
8. The applicant's agent advised that they lettered the respondent usually weekly regarding his rent arrears.
9. She advised that the rent arrears are over £5,000 and there has been no agreement entered into by the respondent to make payments to rent or arrears. She advised the respondent has now stopped corresponding with

the letting agent altogether. She advised that the letting agents were also now not getting into the property to do inspections.

10. The current arrears have gone up since her e-mail in February and on the 16th of February the arrears are now £5218.30.

### Findings in Fact

11. The Tribunal found the following facts established: -

12. There existed a private residential tenancy.

13. It had commenced on 16 April 2021.

14. The tenant was Andrew Mackie.

15. The landlord was Coatbridge Property and Investment Co Ltd.

16. The property was 223 Brandon Street, Motherwell.

17. The tenancy stated that rent was £395 a calendar month payable in advance. The rent had been increased to £406.85 in July 2023.

18. At 3 March 2025 rent arrears were £5218.30.

19. The respondent had regularly failed to pay his rent and arrears. The arrears had been steadily accruing.

20. The respondent had failed to make any contact at all with the applicant's agent since November 2024. There were no proposals to repay the rent arrears.

### Reasons for Decision

21. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies, failure to pay contractual rent, is one of those matters.

22. The applicant's agent appeared. The respondent did not appear. The papers and oral submission showed that the respondent owed £4,811.45. The tenancy contract provided that rent of £395 per month was payable by the tenant. Rent had increased to £406.85 in July 2023. The tenant had failed to pay all or some of that rent. As of 4 March 2025 the respondent owed at least £4,811.45 in rent. They were in breach of their contract with the landlord.

23. Considering the papers and the oral submission by the applicant's agent, the tribunal was prepared to grant the order for payment of the amended sum sought.

### Decision

24. The Tribunal grants an order in favour of the Applicant against the Respondent for payment of FOUR THOUSAND EIGHT HUNDRED AND ELEVEN POUNDS AND FORTY FIVE PENCE (£4,811.45) STERLING.

### **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.**

# M Barbour

5 March 2025

Legal Member/Chair

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Date