

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 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/24/4777

Re: Property at 66 Malcolm Road, Glenrothes, KY7 4JX (“the Property”)

Parties:

**Alexander Brown, 4 Rosebine Gardens, Coaltown of Balgonie, Glenrothes, KY7
4JX (“the Applicant”)**

Rihard Plaudis, 66 Malcolm Road, Glenrothes, KY7 4JX (“the Respondent”)

Tribunal Members:

Joel Conn (Legal Member) and Elizabeth Dickson (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 in the sum of £6,800 be granted against the Respondent.

- 1) This was 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 Procedure Rules”), namely an order for payment of rent arrears. The tenancy in question was an unwritten Assured Tenancy of the Property by the Applicant to the Respondent commencing on 29 November 2012.
- 2) The application was dated 14 October 2024 and lodged with the Tribunal on 16 October 2024. The application sought payment of arrears of £8,446.57 (though it was later accepted that this was a typographical error as referred to below). A rent statement with the application showed this amount to be made up of rent due on or around the 29th of each month, running from the rent payment due on 29 January 2023 until the rent due on 29 August 2024, with only a single payment of £220 having been during that time. (The date of the payment was not provided, but it was allocated against the rent due on 29 February 2023).

- 3) In consideration of the application papers, and particularly issues arising from the lease being unwritten, we issued a Notice of Direction dated 25 March 2025 to seek further submissions on certain aspects of the Tenancy, and seeking an updated rent statement. This was provided very shortly before the Case Management Discussion (“CMD”) on 2 June 2025 (some time after the deadline we had set in the Notice of Direction). We had an opportunity to consider the submissions and rent statement before the CMD but there was insufficient time to send it on to the Respondent. In light of the Respondent’s failure to appear, we were willing to consider the further submissions and documents in full at the CMD though late.

The Hearing

- 4) On 3 June 2025 at 10:00, at a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, sitting remotely by telephone conference call, we were addressed by the Applicant’s agent, Alistair Buttery, solicitor, of Whyte Fraser & Co. Mr Buttery explained that he was standing in for the principal agent who was unexpectedly unavailable, and he requested an adjournment to 10:20 to consider all the papers. This was permitted, as we were also conscious that there was no appearance for the Respondent.
- 5) As of 10:20, Mr Buttery was satisfied to commence and there was still no appearance by the Respondent (that is, neither he nor anyone on his behalf had dialled in). The Applicant’s agent provided submissions where he was able, though did not have the benefit of full preparation for the CMD. He explained that his file papers included correspondence from an advice agency on behalf of the Respondent on 15 October 2024. This sought a “pause” in an eviction process (which was the subject of a conjoined application EV/24/4763), so as to permit the Respondent to make a payment proposal. No proposal (and no payment) had however followed and the Applicant’s agent was not aware of any further engagement by the Respondent with the arrears (or the eviction process). In all the circumstances, and particularly the evidence that a Sheriff Officer had intimated the date and time of the CMD on the Respondent on behalf of the Tribunal, we were satisfied to consider the application in full at the CMD in the absence of the Respondent.
- 6) The Applicant’s agent adopted the recent submissions provided by his office (drafted by the principal solicitor for the matter) responding to the Notice of Direction. We noted that, read as a whole, the application papers stated the following position:
 - a) The Tenancy commenced in November 2012.
 - b) There was no written lease agreement.
 - c) Rent was due of £433.33 per month.
 - d) The parties to the Tenancy are the parties to this action.
 - e) The subjects let is the Property.
 - f) The initial term of the Tenancy was 12 months, to which tacit relocation has been applying since.The submissions of 2 June 2025 contained the following further statements about the nature of the Tenancy:
 - g) The Tenancy commenced on 29 November 2012.

- h) Rent was due in advance on the 29th of each month.
- 7) In regard to the updated rent statement, we noted that the arrears (for the period through to 28 June 2025) were now said to be £12,366.57. There was now over 28 months of rent arrears. The Applicant's agent did not, however, seek to amend the application and sought only arrears for the period per the application: for the rent due to 28 September 2024. In regard to the rent statement in the application papers which said that the arrears due for that period was £8,446.57, the submissions of 2 June 2025 noted that the statement contained a typographical error and the correct amount was £8,446.60. We were satisfied to grant that very minor amendment.
- 8) No interest rate was stated in the application (and there was no contractual rate given the Tenancy Agreement was unwritten). At the CMD, the Applicant's agent sought judicial interest at 8% per annum from the date of any order.
- 9) No motion was made for expenses.

Findings in Fact

- 10) By an unwritten lease commencing on or about 29 November 2023, the parties agreed that the Applicant would lease the Property to the Respondent commencing at that date for an initial period of 12 months ("the Tenancy").
- 11) Under the Tenancy, the Respondent was to make payment of £433.33 per month in rent in advance to the Applicant on the 29th of each month
- 12) As of 3 June 2025, the Respondent was in arrears of rent in the amount of £12,366.57.
- 13) The element of arrears due for the period to 28 September 2024 is £8,446.60.
- 14) The Respondent does not claim to have paid any amount of the arrears of £12,366.57 remaining due as at 3 June 2025.
- 15) On 17 March 2024, a Sheriff Officer acting for the Tribunal intimated the application and associated documents upon the Respondent, providing the Respondent with sufficient notice of the CMD for the application of 3 June 2025.

Reasons for Decision

- 16) The application was in terms of rule 70, being an order for civil proceedings in relation to an Assured Tenancy. We were satisfied, on the basis of the application and supporting papers, and submissions of 2 June 2025, that rent arrears of £8,446.60 were due for the period to 28 September 2024 and remained outstanding as of today.
- 17) No defence was made by the Respondent to any part of the application. (There was no appearance or defence to the conjoined application for eviction either.)

- 18) The application, supplemented by the updated rent arrears information, clearly set out the sums sought and we were satisfied that the necessary level of evidence for these civil proceedings had been provided.
- 19) The 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. We were thus satisfied to make a decision at the CMD to award the sum of £8,446.60 against the Respondent. This is an order restricted to sums due under the Tenancy to the Applicant in regard to rent arrears up to 28 September 2024 only. We were further satisfied to grant interest at 8% per annum on this amount from the date of the decision.

Decision

- 20) In all the circumstances, we were satisfied to make the decision to grant an order against the Respondent for payment of £8,446.60 with interest at 8% from today's date.

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.

[Redacted Signature]

Legal Member/Chair

3 June 2025

Date