



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71 of the Private Housing
Tenancies (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/24/3886

**Re: Property at Tythehouse No8, Tythehouse, Bonchester Bridge, Hawick,
Roxburghshire, TD9 9TJ (“the Property”)**

Parties:

**Mr Robin Feakins, Harwood House, Bonchester Bridge, Hawick,
Roxburghshire, TD9 9TL (“the Applicant”)**

**Mrs Della Murray, Windmill View, Station Road, Oxton, Laider, Berwickshire,
TD2 6PW (“the Respondent”)**

Tribunal Members: Ruth O’Hare, Legal Member

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of Six thousand pounds (£6000) Sterling

Background

- 1** This is an application for a payment order under section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought an order for payment in the sum of £6000 in terms of unpaid rent.
- 2** The application was referred to a case management discussion (“CMD”) to take place by teleconference on 30 April 2025. The Tribunal gave notification of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notification was served upon the Respondent by sheriff officers. Both parties were invited to make written representations.
- 3** On 3 April 2025 the Tribunal received a letter from the Respondent. The Respondent advised that she had written to the Applicant directly. She asked

the Tribunal to confirm if the Applicant intending on proceeding with the application thereafter.

- 4 On 24 April 2025 the Tribunal wrote to the Respondent advising that the CMD would proceed as scheduled unless a withdrawal request was received from the Applicant. The Tribunal advised the Respondent to attend the CMD failing which a decision may be made in her absence.
- 5 On 17 April 2025 the Tribunal received an email from the Applicant. The Applicant provided a copy of the letter that she had received from the Respondent.
- 6 On 29 April 2025 the Tribunal received an email from the Respondent seeking a postponement of the CMD.

The CMD

- 7 The CMD took place on 30 April 2025. The Applicant joined the call and was accompanied by her two sons as supporters. The Respondent was not in attendance. The Tribunal delayed the start time of the CMD for a short time before determining to proceed in her absence.
- 8 The Tribunal considered the Respondent's postponement request. She sought further time to obtain assistance from counsel. The Tribunal considered that she had been allowed sufficient time from service of the application paperwork in March to seek legal advice regarding her position. The Applicant was entitled to proceed with the application without further delay. The Tribunal therefore determined to proceed with the CMD.
- 9 The Tribunal heard submissions from the Applicant on the application. The Applicant explained that the property was newly built when the Respondent moved in. It had been built on the Applicant's family farm. The Respondent had paid £1000 rent in advance and had agreed to pay rent of £1000 per month thereafter. The Respondent had subsequently failed to pay rent as agreed. She repeatedly made promises of payment, making excuses for the lack of payments such as she was too busy to get to the bank. The Applicant referred to the letter the Respondent had sent to her, which was a list of spurious allegations. The Applicant had been disappointed as she believed the Respondent to be a professional. The Respondent was employed and should have been able to pay. The Respondent had not given notice when she left the property. The tenancy had ended at the end of October.

Findings in fact

- 10 The Applicant holds power of attorney for Mr Robin Feakins. Mr Robin Feakins is the owner and landlord of the property.
- 11 The Respondent and Mr Robin Feakins entered into a tenancy agreement in respect of the property which commenced on 1 March 2024.

- 12 In terms of Clause 8 of the said tenancy agreement the Respondent undertook to pay rent at the rate of £1000 per month.
- 13 The Respondent paid £1000 by way of advanced rent prior to taking up the tenancy. The Respondent failed to make any further rental payments.
- 14 The tenancy between the parties terminated on 31 October 2024.
- 15 As at 1 September 2024, rent arrears in the sum of £6000 were due to be paid by the Respondent.
- 16 The Respondent has refused or delayed in making payment of the sum due.

Case Management Discussion

- 17 The Tribunal was satisfied that it could make a decision at the CMD having regard to the application paperwork and the submissions from the Applicant. The Tribunal was further satisfied that the Respondent was aware of the requirement to attend the CMD and that a decision could be made in her absence should she failed to attend. The Tribunal was conscious that she would have the option to seek a recall of any order made by the Tribunal if she wished to do so.
- 18 Based on the application paperwork, the Tribunal accepted that the Respondent was liable to pay rent of £1000 per month to the Applicant in her capacity as power of attorney for Mr Robin Feakins under the terms of the tenancy agreement between the parties. The Tribunal also accepted that she had failed to do so, resulting in arrears of £6000 as at 1 September 2024.
- 19 The Tribunal had regard to the letter the Respondent had sent to the Applicant. However, in the view of the Tribunal, the letter did not disclose any arguable defence to the application. The Respondent had not presented anything to the Tribunal to counter the evidence submitted by the Applicant, which the Tribunal accepted as fact.
- 20 The Tribunal therefore made an order for payment in the sum of £6000.

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.



Ruth O'Hare

Legal Member/Chair

30 April 2025

Date