



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 215**

Chamber Ref: FTS/HPC/CV/24/5350

**Re: Property at 115 Carrick Road, Dumfries, Dumfries, DG2 9PZ (“the
Property”)**

Parties:

**Lowther Homes Limited, Wheatley House, 25 Cochrane Street, Glasgow, G1
1HL (“the Applicant”)**

**Ms Lynne Toner, 115 Carrick Road, Lochside, Dumfries, DG2 9PZ (“the
Respondent”)**

Tribunal Members:

Ruth O'Hare (Legal Member) and Ahsan Khan (Ordinary 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 Four thousand five hundred and twenty five pounds and three pence (£4525.03) Sterling.

Background

- 1 This is an application for a payment order under section 16 of the Housing (Scotland) Act 2014 and Rule 70 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought a payment order in respect of unpaid rent.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 13 June 2025. The Tribunal gave notice of the CMD to the parties. Said notice was served upon the Respondent by sheriff officers on 27 March 2025. Both parties were invited to make written representations in advance of the CMD.

- 3 On 30 May 2025 the Tribunal received an email from the Applicant with an updated rent statement and an application under Rule 14A to increase the sum claimed to £4575.03. The application was intimated to the Respondent. The Tribunal received no written representations from the Respondent.

The CMD

- 4 The CMD took place on 13 June 2025 at 10am. Mr David Adams, Solicitor, of Wheatley Group represented the Applicant. The Respondent did not attend. Mr Adams explained that he had received correspondence that suggested she was aware of the CMD. The Tribunal delayed the start time for a short period before determining to proceed in her absence, noting that the Respondent had received proper notice of the CMD in accordance with Rule 17(2) of the Rules.
- 5 The Tribunal had the following documents before it:-
 - (i) Form F application form dated 17 November 2024 and paper apart;
 - (ii) Title sheet DMF18836 confirming the Applicant's ownership of the property;
 - (iii) Excerpt from the online landlord register confirming the Applicant's landlord registration;
 - (iv) Short assured tenancy agreement between the parties and Form AT5;
 - (v) Copy correspondence from the Applicant to the Respondent dated 24 July 2023 and 9 August 2023; and
 - (vi) Rent statements.
- 6 The Tribunal heard submissions from Mr Adams on the application. He confirmed that the arrears had reduced slightly since the request for amendment, and now stood at £4525.03. He gave a comprehensive account of the history of the rent arrears dating back to 1 March 2023 when the arrears stood at £1515.42. He detailed repeated attempts by the Applicant to engage with the Respondent to address the arrears. The Respondent had made numerous offers of payments that had been broken, and the rent account had been consistently in arrears for a number of years. The Applicant therefore sought a payment order in the sum of £4525.03, together with interest at the rate of 5% above the Bank of England base rate, which reflected Clause 4.1 of the tenancy agreement between the parties.
- 7 The Tribunal adjourned the CMD to deliberate, at which point Mr Adams left the call, before resuming the CMD and confirming the outcome.

Findings in fact

- 8 The Applicant is the registered owner of the property. The Applicant is a registered landlord.
- 9 The Applicant and Respondent entered into a tenancy agreement in respect of the property, which commenced on 1 September 2017.

- 10 The tenancy between the parties was a short assured tenancy as defined by section 32 of the 1988 Act.
- 11 In terms of Clause 4.1 of the said tenancy agreement the Respondent agreed to pay rent at the rate of £509.16 per calendar month. The rent has been incrementally increased by the Applicant over the term of the tenancy. The current rent due to be paid by the Respondent to the Applicant is £537.02 per month.
- 12 Clause 4.1 of the said tenancy agreement further states that *"in the event of rent remaining unpaid for a period of seven days, interest at the rate of 5% per annum over the Bank of England base rate from time to time will be charged thereon from the date when payment of the rent fell due until the rent is paid"*.
- 13 The Respondent has failed to pay rent as agreed. As at the date of this decision, rent arrears in the sum of £4525.03 have accrued.
- 14 Despite repeated requests the Respondent has refused or delayed in making payment of the sum due.

Reasons for decision

- 15 The Tribunal was satisfied it had sufficient information before it to make relevant findings in fact and reach a decision on the application having regard to the application paperwork and the submissions heard at the CMD. In terms of Rule 17(4) and Rule 18(1) of the Rules the Tribunal determined that it could make a decision at the CMD as there were no issues to be resolved that would require a hearing and the Tribunal was satisfied that to make a decision would not be contrary to the interests of the parties.
- 16 Based on the application paperwork the Tribunal was satisfied that the Respondent had a contractual obligation under the terms of the tenancy agreement to pay rent as reflected in the Tribunal's findings in fact, and that she had failed to do so, which had led to arrears accruing in the sum of £4,525.03 as at the date of this decision. The Applicant had applied to increase the sum claimed to that amount and the Tribunal was satisfied that the application complied with Rule 14A of the Rules.
- 17 The Tribunal considered the Applicant's request for interest. Rule 41A of the Rules states that the Tribunal may include interest on any order for payment, either in accordance with the terms of the tenancy agreement, or as ordered by the Tribunal. The tenancy agreement in this case provides for interest to be awarded at the rate of 5% per annum above the Bank of England base rate. The Respondent had not sought to dispute this.
- 18 The Tribunal therefore made an order for payment in the sum of £4,525.03 with interest at the rate of 5% per annum above the Bank of England base rate from the date of this decision until payment.

19 The decision of the Tribunal was unanimous.

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

13 June 2025

Legal Member/Chair

Date