

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 71(1) of the Private Housing  
(Tenancies ) (Scotland )**

**Chamber Ref: FTS/HPC/CV/24/3997**

**Re: Property at 41 Parkhead Avenue, Edinburgh, EH11 4SF (“the Property”)**

**Parties:**

**DMF Property Ltd, 11 Glenlockhard Bank, Edinburgh, EH14 1BL (“the Applicant”)**

**Petronela Sonia Grancea, 41 Parkhead Avenue, Edinburgh, EH11 4SF (“the Respondent”)**

**Tribunal Members:**

**Valerie Bremner (Legal Member) and Mary Lyden (Ordinary Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order be made in favour of the Applicant and against the Respondent in the sum of Four Thousand Nine Hundred and Fifty Pounds Only (£4950.00) together with interest at the rate of 8% per annum until paid.

**Background**

1.This application for a payment order in terms of Rule 111 of the tribunal rules of procedure was first lodged with the tribunal on 28<sup>th</sup> August 2024 along with a related application for an eviction order with reference FTS/HPC/EV/24/3995.The applications were accepted by the Tribunal on 23<sup>rd</sup> September 2024.A case management discussion was fixed for 18<sup>th</sup> March 2025 and this was continued until 9<sup>th</sup> July 2025 at 2pm or the Respondent’s representative to take instructions.

**Case Management Discussion 9<sup>th</sup> July 2025**

2.At the case management discussion on 9<sup>th</sup> July 2025 The tribunal had sight of the applications, papers apart, a tenancy agreement, a Notice to Leave and an e-mail

sending the Notice to Leave, pre action protocol letters, rent arrears e mails between the parties, a statement of rent arrears, a section 11 notice with an e-mail to the local authority, a further rent statement, an e-mail from the Respondent, an eviction process document and income and expenditure document, submissions from the Applicant's representative in February 2025, an e-mail withdrawing from acting dated 17th June 2025 from the Respondent's representative CHAI and an e-mail dated 23rd June 2025 from the Applicant's representative seeking to amend the amount being sought in relation to this application and giving information regarding costs along with an up-to-date rent statement.

3. At the case management discussion on 9th July 2025 the Applicant was not in attendance but was represented by Mr Gray of Gilson Gray solicitors. There was no appearance by or on behalf of the Respondent. The tribunal members noted that at the earlier case management discussion the Respondent had been represented by CHAI but they had contacted the tribunal on 17th of June 2025 confirming that they were seeking to withdraw from acting from the Respondent due to a lack of response from her. The tribunal was concerned as to whether the Respondent was aware of the case management discussion on 9th July given that the notification of the date had been sent to the former representative. The tribunal also raised the question of whether the application to amend the sum being sought in this application would be known to the Respondent given that this had been intimated on her former representative.

4. Mr Gray asked for time to contact the Respondent's former representatives to see if he could find out the position regarding notification of the case management discussion details to the Respondent. After a brief adjournment Mr Gray was able to advise that he had spoken to an adviser at CHAI who advised that the Respondent had missed three scheduled appointments and had been sent a letter in both English and Romanian dated 17<sup>th</sup> June 2025 giving the details of the case management discussion date for the teleconference. Mr Gray lodged a copy of the letter sent to the Respondent which had been passed to him by CHAI. Given this information the tribunal was satisfied that the Respondent had received fair notice of the case management discussion and that it was appropriate to proceed in her absence on both applications.

5. As there was an issue as to whether the Respondent knew of the request to increase the sum being sought by way of a payment order and the request for associated costs Mr Gray indicated that he would be seeking the sum requested in the original application along with interest.

6. The parties had entered into a residential tenancy agreement at the property with effect from 25th October 2023. The monthly rent payable in respect of the tenancy was £900 per month payable in advance. Rent arrears started to accrue in terms of the tenancy in March 2024.

7. The Applicant understood that the Respondent was in occupation at the property with her husband and one child and the Respondent was the sole named tenant on the tenancy as her husband did not wish to be party to it. It was understood that the Respondent's husband was working but no information on the Respondent herself was known. The Applicant was not aware of any entitlement to Universal Credit, disability or other reasons that the Respondent might be considered vulnerable. There

had been little communication between the Applicant and Respondent, but she had communicated in January 2024 concerning repairs to French windows at the property and in July 2024 regarding the rent. The reasons for the non-payment of the rent were not known.

8. The Applicant is a commercial landlord and has nine properties within its portfolio. The tribunal was advised in terms of the Applicant's representations that as at the end of 2023 a very small profit had been made in terms of the enterprise which would be subject to tax. The property itself had secured borrowing, and a mortgage payment which was just under £380.00 per month. The sustained level of rent arrears accrued in terms of this tenancy meant that the Applicant could not subsidise the ongoing loss of rental income. At the time of the application to the tribunal the applicant had already diverted funds from elsewhere in the portfolio to cover the shortfall on the mortgage payment.

9. An e-mail had been received from the Respondent by the Applicant's agent dated 29th July 2024 in response to an email sent to her on behalf of the Applicant indicating that she would pay £1350.00 the following week and £900 the following month. Despite this e-mail no payments were made and at the date of the case management discussion in July 2025 rent arrears had accrued in the sum of £13,950.00, no payments at all having been made since March 2024.

10. There was discussion at the case management discussion of what had been said at the previous case management discussion by the former representative for the Respondent who had raised that there might be a need for an interpreter and if the Respondent would have an understanding of what was happening in relation to the application. Mr Gray confirmed that the tenancy had been signed in English, all correspondence had been sent to the Respondent in English, and she had responded by e-mail using English.

11. The tribunal had sight of emails sent to the applicant in relation to the rent arrears which signposted her to sources of support if she was having difficulty with rent payments and these had been sent to the Respondent in April and June 2024. In July 2024 in response to an email regarding rent arrears dated in July 2024 the Respondent had indicated she would pay the arrears over 2 months and then would pay the monthly rent. No such payments were made.

12. The Tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

### **Findings in Fact**

13. The parties entered into residential tenancy at the property with effect from 25th October 2023

14. The monthly rent payable in respect of his tenancy is £900 per month payable in advance.

15. Rent arrears started to accrue in terms of the tenancy in March 2024.

16. E mails were sent to the Respondent by agents acting on behalf of the Applicant in April and June 2024 in relation to the rent arrears and signposting her to sources of support if she was in financial difficulty.

17. Emails were sent to the Respondent in July 2024 in respect of rent arrears and she responded to these indicating that she would make payment over the arrears over 2 months and would then pay the monthly rent.

18. Despite the Respondent's e-mail to the Applicant's representative indicating that she would clear the arrears in the summer of 2024 and continue to pay rent no rent payments have been made since March 2024.

19. The Applicant understands that the Respondent stays at the property with her husband and one child whose age is unknown.

20. The applicant has no information regarding eligibility for benefits on the part of the Respondent or any vulnerability and there is no information to suggest that rent has not been paid due to any failure or delay in the payment of a relevant benefit.

21. At the start of the tenancy the Respondent's husband was known to be working and it was understood that the Respondent was responsible for paying the rent and that it was not being paid in whole or in part by benefits.

22. The Applicant company is a commercial property enterprise with 9 properties and in the financial year ending December 2023 it made a very small taxable profit.

23. The Applicant company has secured borrowing on the property with a monthly mortgage payment of just under £380.00 per month.

24. The applicant company is being required to fund the secured borrowing from other resources as rent is not being paid in terms of the tenancy.

25. The rent arrears accrued in terms of the tenancy at the end of June 2025 £13950.00 and the Respondent has been in rent arrears since March 2024.

26. The Applicant at the time of the case management discussion on 9<sup>th</sup> July 2025 seeks payment of the rent arrears accrued at the time of the application namely £4950.00.

27. The tenancy agreement contained a clause allowing the landlord to charge interest at the rate of 8% per year in relation to late payments of rent.

28. The sum of £4950.00 is lawfully due by the Respondent to the Applicant in terms of unpaid rent due in terms of the tenancy up to August 2024.

## **Reasons for Decision**

The tribunal was satisfied that it was appropriate to grant an order given the history of unpaid rent and attempts to engage with the respondent to recover the rent arrears. Interest was made part of the order as requested given that was stated within the tenancy agreement that it could be requested in relation to late payment of rent at the rate of 8%. Little was known about the Respondent's circumstances but there was no suggestion that rent was being paid by any form of benefit or that there had been a failure in response in relation to a payment of benefit. The Respondent had made e-mail offers to repay the arrears which had not materialised. The Respondent did not engage with her representative at the tribunal who withdrew from acting and the Respondent did not attend the subsequent case management discussion. In all of the circumstances it is reasonable to grant the order.

### **Decision**

The Tribunal determined that a payment order be made in favour of the Applicant and against the Respondent in the sum of Four Thousand Nine Hundred and Fifty Pounds Only (£4950.00) together with interest at the rate of 8% per annum until paid.

### **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.**



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Legal Member/Chair

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Date 9.7.25