

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 71(10 of the Private Housing  
(Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/5712**

**Re: Property at 9B Carlton Terrace, Calton Hill, Edinburgh, EH7 5DD (“the  
Property”)**

**Parties:**

**Ms Fiona Young-Herries, Glenear House, Perth Road, Crieff, Perthshire, PH7  
3EQ (“the Applicant”)**

**Ms Donna Elizabeth Stein, 9B Carlton Terrace, Calton Hill, Edinburgh, EH7 5DD  
 (“the Respondent”)**

**Tribunal Members:**

**Graham Harding (Legal Member) and Jane Heppenstall (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Applicant was entitled to an order for payment by  
the Applicant to the Respondent in the sum of £39200.00 with interest thereon  
at the rate of 8% per year from the date of the decision until payment.**

**Background**

1. By application dated 11 December 2024 the Applicant’s representatives, Lindsays LLP, Solicitors, Edinburgh applied to the Tribunal for an order for payment of £24500.00 plus interest at 8% per year in respect of alleged rent arrears arising from the Respondent’s tenancy of the property. The Applicants representatives submitted a copy of the tenancy agreement together with a rent statement and a bank statement together with other documents in support of the application.

2. By Notice of Acceptance dated 17 February 2025 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion ("CMD") was assigned.
3. Intimation of the CMD was served on the Respondent by Sheriff Officers on 10 June 2025.
4. By email dated 17 July 2025 the Applicant's representatives sought to amend the sum claimed to £39200 in respect of rent arrears plus £2619.00 in respect of administration fees together with interest at 8% per year.

### **The Case Management Discussion**

5. A CMD was held by teleconference on 31 July 2025. The Applicant was represented by Mr Adam Gardiner from the Applicant's representatives. Also in attendance as observers were employees of the Applicant's letting agents. The Respondent did not attend nor was she represented. The Tribunal being satisfied that proper intimation had been given to the Respondent determined to proceed in her absence.
6. Mr Gardiner advised the Tribunal that the rent arrears currently amounted to £39200.00 with £14700.00 having been contractually due to be paid on 8 June 2025. Mr Gardiner asked the Tribunal to allow the sum claimed for rent to be increased to £39200.00. Mr Gardiner submitted that although the tenancy might end prior to the expiry of the period covered by the six months' rent that was due, in terms of the contract between the parties the Applicant was entitled to payment of that amount. Mr Gardiner went on to say that in the event of the tenancy ending the Respondent would be due a refund of any advance rent payments.
7. Mr Gardiner referred the Tribunal to Clause 8 of the Tenancy agreement and submitted that the Applicant was entitled to recover the late payment administration fees included in the application to amend amounting to £810.00 but that the other sum amounting to £2025.00 had been included in error and was no longer insisted upon. The Tribunal pointed out that the Applicant was seeking to introduce a new issue and therefore in terms of Rule 14 of the Tribunal's rules of Procedure before any amendment introducing a new issue was allowed the Respondent required to be given an opportunity to make written representations in response to the amendment or request the opportunity to make oral representations. In light of this Mr Gardiner withdrew the application to amend this part.
8. The Tribunal noted that Clause 8 of the Tenancy agreement provided that interest at the rate of 8% per year may be charged on any late payments of

rent and Mr Gardiner asked the Tribunal to apply interest at 8% on the sum claimed.

#### **9. Findings in Fact**

10. The Respondent owed rent of £39200.00 as at 8 June 2025 and this amount was still outstanding at the date of the CMD.
11. The terms of the tenancy agreement provided that the Applicant could charge interest on any outstanding rent payments at the rate of 8% per year.

#### **Reasons for Decision**

12. The Tribunal was satisfied from the written representations and documents submitted by the Applicant's representatives together with the oral submissions that the Applicant was entitled to an order for payment by the Respondent in the sum of £32900.00 together with interest at the rate of 8% per year from the date of the decision until payment.

#### **Decision**

13. The Tribunal finds the applicant entitled to an order for payment by the Respondent to the Applicant in the sum of £39200.00 together with interest at the rate of 8% per year from the date of the decision until payment.

#### **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.**