



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

Chamber Ref: FTS/HPC/CV/24/3889

Property at 52/1 High Street, Peebles, EH45 8SW (“the Property”)

Parties:

**Still Haugh Hotels Limited, 20 Still Haugh, Fountainhall, Galashiels, TD1 2SL
 (“the Applicant”)**

**Mr Scott Hogarth, 12 Plora Crescent, Innerleithen, EH44 6LX (“the
Respondent”)**

Tribunal Members:

Josephine Bonnar (Legal 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 for the sum of £4950 should be
granted against the Respondent in favour of the Applicant.**

Background

1. The Applicant seeks a payment order in relation to unpaid rent. A tenancy agreement and rent statement were lodged with the application.
2. A copy of the application was served on the Respondent, and the parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 26 March 2025 at 2pm. The Applicant was represented by Ms Lockett. The Respondent participated.
3. The Respondent told the Legal Member that he owes rent to the Applicant. He said that he has had financial problems and has other debts. However, he would like to make a repayment arrangement. He confirmed that he had not completed the application for time to pay as he had not noticed the form among

the application paperwork. He explained that he is dyslexic and that his girlfriend had to help him with the papers. He said that he would like to apply for time to pay.

4. In response to questions from the Legal Member, Ms Lockett said that the sum specified in the application is still outstanding, as the Respondent was evicted around that time. However, she said that she could not provide any information about the deposit, as she does not deal with tenancy deposits. She thought that it might still be in dispute and not released by the deposit scheme. She was unable to say whether the deposit was required to cover other losses, such as damage to the property, or whether it is to be (or has been) applied to the rent arrears. Mr Hogarth said he did not know what had happened with the deposit.
5. The Legal Member advised the parties that accurate information about the sum currently owed is required. Usually, tenancy deposit schemes release the deposit to the landlord, if the tenant does not challenge the claim in relation to rent arrears or damage to the property. It is unusual for the deposit to be held by a deposit scheme seven months after the end of the tenancy, if rent arrears are admitted.
6. The parties were told that the CMD would be continued to another date to allow the situation with the deposit to be investigated and for the Applicant to provide an updated rent statement showing the sum currently owed. The continuation would also give the Respondent a further opportunity to submit a time to pay application. A direction was issued which stipulated that the Applicant must lodge an updated rent statement with information about the deposit prior to the CMD. The Respondent was directed to submit an application for time to pay if he wanted the Tribunal to consider making a time to pay direction.
7. A further CMD was scheduled for 24 July 2025. Prior to the CMD, the Applicant submitted an updated rent statement which showed a balance owing of £4950, after the deposit had been applied to the arrears. The Respondent did not lodge submissions or a time to pay application.
8. The CMD took place on 24 July 2025. Only Ms Lockett, on behalf of the Applicant, participated.

Summary of Discussion at CMD

9. Ms Lockett confirmed that the sum specified in the updated rent statement is still outstanding. The deposit was recovered and applied to the arrears. The sum owing at the end of August 2024, when the Respondent was evicted, was £4950.

Findings in Fact

10. The Applicant is the owner and former landlord of the property.

11. The Respondent was the tenant of the property in terms of a private residential tenancy agreement. He was evicted at the end of August 2024.
12. The Respondent was due to pay rent at the rate of £595 per month.
13. The Respondent owes the sum of £4950 in unpaid rent to the Applicant.

Reasons for Decision

14. From the documents lodged with the application, and the information provided at the CMD, the Legal Member is satisfied that the Respondent owes the sum of £4950 in unpaid rent and that the Applicant is entitled to a payment order for this sum.

Decision

15. The Tribunal determines that a payment order should be granted against the Respondent.

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.

J. Bonnar

24 July 2025