



**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) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/2568**

**Re: Property at Flat 2, 5 Riverview Gardens, Glasgow, G5 8EG (“the Property”)**

**Parties:**

**Picture Living Investments GP LLP, 1 Hay Avenue, Edinburgh, EH16 4RW (“the Applicant”)**

**Mr Sameer Chopra, Mrs Swati Saini, Flat 2, 5 Riverview Gardens, Glasgow, G5 8EG (“the Respondent”)**

**Tribunal Members:**

**Graham Harding (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 that the Applicant was entitled to an order for payment by the Respondent to the Applicant in the sum of £12984.68 together with interest at the rate of 4% per annum from the date of the decision until payment.**

**Background**

1. By application dated 5 June 2024 the Applicants’ representative, Patten & Prentice LLP, Solicitors, Greenock, applied to the Tribunal for an order for payment in respect of alleged rent arrears arising from the Respondents’ tenancy of the property. The Applicant’s representatives submitted a copy of a tenancy agreement, Rent Increase Notices with proof of service, and a rent statement together with other documents in support of the application.
2. By Notice of Acceptance dated 24 June 2024 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 Respondents by Sheriff Officers on 18 September 2024.
4. By email dated 17 October 2024 the Applicant's representatives submitted an amended rent statement to the Tribunal showing the rent due as at 1 October 2024 to be £5915.00.
5. A CMD was held by teleconference on 22 October 2024. The Applicant was represented by Mr O'Donnell from the Applicant's representatives. The Respondent Mr Chopra attended in person and also represented his wife, Mrs Saini. After hearing from the parties, the Tribunal continued the CMD to a hearing to allow the Respondents to make payment of rent and payments towards the arrears. The Tribunal also issued written directions to the Respondents to submit written representations as regards any defence to the application or on the reasonableness or otherwise of the application. The Tribunal required written submissions to be lodged by close of business on 22 December 2024.
6. By email dated 18 May 2025 the Respondents requested a postponement of the hearing as the First Named Respondent was unable to attend due to his work. The Tribunal determined to consider the postponement request as a preliminary matter at the hearing.
7. A hearing was held by teleconference on 20 May 2025. The Applicant was again represented by Mr O'Donnell. Also in attendance for the Applicant was Miss Amy Goodway and Miss Kaminski. The Respondent Mr Chopra attended on behalf of both Respondents. Mr Chopra confirmed he was no longer insisting on his application for a postponement of the hearing.
8. Mr O'Donnell sought to amend the sum claimed to £10920.00 and the Tribunal allowed the amendment. After hearing from Mr Chopra, the Tribunal adjourned the hearing to a further teleconference hearing to allow the Respondents to commence making payments to reduce the sum due and to make a capital payment.
9. By email dated 27 August 2025 the Applicant's representatives submitted an application to amend the sum claimed to £12984.68.
10. By email dated 2 September 2025 the Respondent, Mr Chopra advised the Tribunal that he was unable to attend the Hearing assigned to take place on 11 September 2025 as he had to leave the country for family reasons.
11. By email dated 3 September 2025 the Applicant's representatives submitted further written representations and requested that the hearing on 11 September proceed.

12. By email dated 9 September 2025 the Respondent Mr Chopra submitted further written representations but did not dispute the sum claimed or ask the Tribunal to postpone the hearing but offered to make payment of the debt at the rate of £200.00 per month and also asked if the Applicant would agree to accept a lower sum as being due.

### **The Hearing**

13. A hearing was held by teleconference on 11 September 2025. Ms Sonia Kaminski attended from the Applicant and was represented by Mr Ross O'Donnell from the Applicant's representatives. The Respondents did not attend nor were they represented. In light of the Respondents' emails of 2 and 9 September the Tribunal determined to proceed in their absence.
14. The Tribunal noted that the Applicant's representatives had submitted an application to increase the sum claimed to £12984.68 by email on 27 August 2025 and that a copy of the application had been intimated to the Respondents. The Tribunal also noted that the Respondents had not opposed the application. The Tribunal allowed the sum claimed to be amended to £12984.68.
15. The Tribunal referred to the Respondent's request that the Applicant consider accepting a lesser sum than the amount said to be due. Mr O'Donnell said that the Respondents had given no explanation as to why there should be any reduction and that his instructions were to seek an order for payment in the full amount of the amended sum namely £12984.68.
16. The Tribunal queried with Mr O'Donnell if the Applicant was prepared to agree to the Respondents' offer to repay the debt at the rate of £200.00 per month. Mr O'Donnell referred the Tribunal to the Time to Pay application previously submitted by the Respondents in May 2025 offering to pay at the rate of £350.00 per month and that at the previous hearing this amount had again been offered as well as an offer to pay a capital amount within three or four months but these offers had not been met. Mr O'Donnell went on to say that although the Applicant was always willing to enter into an arrangement with a debtor to pay by instalments his instructions were to seek an open order.
17. Mr O'Donnell asked the Tribunal to grant an order for payment in the sum of £12984.68 together with interest at the rate of 4% per annum from the date of the decision until payment. Mr O'Donnell confirmed there was no contractual right to interest in terms of the tenancy agreement but submitted that it was reasonable for interest to be applied at the base rate of 4% and that the Tribunal could do so in terms of the Tribunal's Rules of Procedure. Mr O'Donnell went on to ask the Tribunal to consider making an award of expenses against the

Respondents on the basis that they had caused unnecessary expenditure to the Applicant. Mr O'Donnell accepted that awards of expenses were unusual in these cases.

### **Findings in Fact**

18. The Respondent owed rent of £12984.68 as at 27 August 2025 and this amount was still outstanding at the date of the hearing.

### **Reasons for Decision**

19. 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 £12984.68. The Tribunal was also satisfied that although there was no contractual right to interest, given that the Respondents have failed to adhere to previous offers to commence making payments and given that no payments have been made for over a year the Tribunal was satisfied that it was reasonable to grant the Applicant's request for interest at the rate of 4% per annum from the date of the decision until payment in terms of Rule 41A of the Tribunal's rules of Procedure.
20. The Tribunal carefully considered the Applicant's representatives' request for expenses. An award of expenses against a party is permitted in terms of Rule 40 of the Tribunal's Rules of Procedure but only where a party has through unreasonable behaviour in the conduct of a case put the other party to unnecessary or unreasonable expense. Although the Respondents failed to adhere to their offers to commence payments the Tribunal was not satisfied that this amounted to unreasonable behaviour in the conduct of the case. The Respondents were unrepresented throughout the proceedings and in the circumstances the application for expenses is refused.

### **Decision**

21. The tribunal finds the Applicant entitled to an order for payment by the Respondent to the Applicant in the sum of £12984.68 together with interest at the rate of 4% per annum 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.**

**Graham Harding**

11 September 2025

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**Legal Member/Chair**

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**Date**