



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

Chamber Ref: FTS/HPC/CV/25/0209

Re: Property at Flat 6/29, 220 Wallace Street, Glasgow, G5 8AF (“the Property”)

Parties:

Mr Hanif Hussain, Ms Zara Asam, 21 Malletsheugh Wynd, Newton Mearns, Glasgow, G77 6WX (“the Applicants”)

Miss Katelyn Scott, Miss Leah Clayton, UNKNOWN, UNKNOWN (“the Respondents”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicants are entitled to an order for payment for £267.08 (TWO HUNDRED AND SIXTY SEVEN POUNDS AND EIGHT PENCE).

Background

1. An application was received by the Housing and Property Chamber dated 7th January 2025. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondents not maintaining rent payments to the amount of £533.14.

2. On 4th August 2025 all parties were written to with the date for the CMD of 15th September 2025 at 2pm by teleconferencing. On 6th August 2024 sheriff officer wrote to the Housing and Property Chamber advising that they had attempted service of the letter with notice of the CMD date and documentation upon both of the Respondents. This was not able to be effected. Service by Advertisement was undertaken upon the Respondents from 27th August 2025.
3. On 17th April 2025, the Applicant's letting agent emailed the Housing and Property Chamber to state that one of the Respondents had paid what they deemed to be their share of the outstanding rent. £266 was paid by that Respondent. This meant that the outstanding amount sought was now £267.14.

The Case Management Discussion

4. A CMD was held 31st August 2021 at 2pm by teleconferencing. The Applicant was represented by Ms Caitlin Leonard, Property Asset Manager, Robb Residential. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondents did not make representations in advance of the CMD.
5. Ms Leonard said that the payment reference in her email of 17th April 2025 was in reference to the payment made by Ms Katelyn Scott. Ms Leonard replied to Ms Scott noting the payment and advising that both the Respondents are jointly and severely liable for the arrears. She has heard nothing further since from her. The last communication that she has had from either of the Respondents was from Ms Teressa Scott, who is Ms Katelyn Scott's guarantor. Ms Leonard also emailed her to say that all parties, including any guarantors, were jointly and severely liable for all outstanding arrears.
6. Ms Leonard said that the Respondents left the Property on 27th May 2024. They gave their 28 days notice. The rent period is from 15th each month to the 14th of the next month. This includes the 15th day as a payment day. The Tribunal noted that it was not clear on the rent ledger that this had been apportioned. She said that £470.14 was apportioned for that amount. The Tribunal calculated that amount with Ms Leonard (£1100 x 12 then divided by 365). The daily amount being £36.16. It was agreed that there were 13 days between 15th May – 27th May 2024. The fifteen day of May is included in the calculation. $13 \times £36.16 = £470.08$. There is a six pence difference between the Tribunal's calculation and what Ms Leonard had calculated. Ms Leonard said that her calculation had been done by a computer but accepted the Tribunal's calculation.
7. In terms of the rent account Ms Leonard noted that there had been an error on it. For the entry for 15th April 2024 it states that the rent due is £1037. This is an error the amount due continued to be £1100. The reason £1037 was listed is that it was the initial intention to clear the rent account with the returned deposit but this was not accepted by the Applicant. The rent ledger was not amended back to reflect the correct rent. The Tribunal accepted this point.

Rent for 13/3/24 – 14/4/24	£1100
Less payment of £200	- £200
Plus rent for 15/4/24 – 14/5/24	+£1100
Less payments of £550 and £350	- £900
Plus rent for 15/5/24 – 27/5.24	+£470.08
Less deposit return of £1037	+£1037
Less payment by Ms Scott	- £266
	£267.08

8. The Tribunal was satisfied that the outstanding amount for £267.08 was due to the Applicant by the Respondents and that it was appropriate to grant an order accordingly.

Findings and reason for decision

9. A Private Rented Tenancy Agreement commenced 4th October 2023.
10. The Respondents have persistently failed to pay their rent charge of £1100 per month. The rent payments are due to be paid on 15th day of each month.
11. When the Respondents left the Property the outstanding arrears were £1570.14. On 7th October 2024 the deposit was returned from Safe Deposit Scotland. This was the whole of the deposit. Part of the deposit was returned for payment to damage in the Property. The remaining £1037 was applied to the rent account leaving arrears of £533.14.
12. On 4th April 2025 Ms Katelyn Scott paid £266 towards the arrears stating that this was her share. This changed the outstanding balance to £267.08.
13. The arrears sought total £267.08.
14. There have been no offers of payment for the remaining outstanding amount of arrears.

Decision

15. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £267.08.

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.

Gabrielle Miller

Gabrielle Miller

15 September 2025

Legal Member/Chair

Date