



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/25/2004**

**Re: Property at Craigview, Overabington, Abington, Biggar, ML12 6SF (“the  
Property”)**

**Parties:**

**Mr Craig Jenkins, 2-4 Bowling Green Lane, Biggar, ML12 6ES (“the Applicant”)**

**Mr Peter McLemon, Mrs Pauline McLemon, Craigview, Overabington,  
Abington, Biggar, ML12 6SF (“the Respondents”)**

**Tribunal Members:**

**Sarah O'Neill (Legal Member) and Jane Heppenstall (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for payment by the Respondents of the sum  
of £2725 should be granted in favour of the Applicant.**

**Background**

1. An application was received from the Applicant on 12 May 2025 under rule 70 of Schedule 1 to the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (‘the 2017 rules’) seeking a payment order for £8865.69 in respect of alleged rent arrears owed by the Respondents.
2. Attached to the application form were:
  - (i) Copy short assured tenancy agreement between the parties, which commenced on 11 November 2009, together with form AT5 of the same date.
  - (ii) Copy handwritten rent statement showing arrears of rent due by the Respondent to be £8865.69 as at 11 April 2025.

- (iii) Copy bank statement excerpts for various dates between 29 December 2021 and 9 May 2025, showing bank transfer payments received from the second Respondent, Mrs McLemon, and from South Lanarkshire Council.
- 3. The application was accepted on or around 15 May 2025.
- 4. The present application is one of four applications made to the Tribunal involving the same parties and the same property. The Applicant had previously submitted an application for eviction of the Respondents under rule 66 of the 2017 rules (reference no: FTS/HPC/EV/24/3682). An eviction order was granted by the Tribunal on 4 June 2025. The Tribunal delayed execution of the order until 4 December 2025.
- 5. The present application was originally conjoined with another application under rule 103 of the 2017 rules brought by the Respondents against the Applicant (reference no: FTS/HPC/PR/25/1733). The Tribunal granted an order requiring the Applicant to make payment to the Respondents at a case management discussion (CMD) on 4 June 2025.
- 6. The Respondents also brought a repairing standard application (reference no: FTS/HPC/RP/25/1954) against the Applicant, which was considered by a different tribunal. A Repairing Standard Enforcement Order (RSEO) was issued by that tribunal on 24 June 2025.
- 7. Written representations were received from the Respondents on 27 May 2025.

### **The case management discussion**

- 8. A CMD was held by remote teleconference call on 4 June 2025 to consider both the present application and the conjoined tenancy deposit application (reference no: FTS/HPS/PR/25/1773). The Applicant was present on the teleconference call and represented himself. Both Respondents was present on the teleconference call and were represented by Mrs Pauline McLemon.
- 9. The Applicant told the Tribunal that he sought a payment order for £8865.69 in respect of rent arrears which had accumulated from 2022 onwards. He confirmed that prior to this, there had been no issues with rent arrears throughout the Respondents' tenancy. He said that no rent payments had been received since 11 November 2024, other than a payment of £100 made by Mrs McLemon the previous week.
- 10. The Respondents denied that most of the arrears claimed were due. Mrs McLemon told the Tribunal that she was shocked and upset by the application. She said that the first time that she had been made aware of a claim for rent arrears going back to 2022 was when she received the Applicant's submission

of 7 March 2025 in connection with the eviction application. She said that the rent statements produced by the Applicant were incorrect.

11. As there was clearly a dispute over the amount of rent arrears which were due by the Respondents to the Applicant, the Tribunal decided to fix a hearing on the application. It also issued a direction to the parties requiring them to provide further information, and inviting them to make further written submissions, by 20 August 2025.
12. A response to the direction was received from the Applicant by email on 17 August 2025. The tribunal administration advised the Applicant on 21 August 2025 that the files attached to his email could not be opened. On 17 August, the Respondent asked for a further week to submit his response to the direction. The Tribunal agreed to this request, allowing him until 27 August to make further submissions. Further submissions from the Applicant were handed into the Tribunal office on 18 August 2025.
13. A response to the direction was received from the Respondents' newly appointed representative, the University of Strathclyde Law Clinic, on behalf of the Respondents on 19 August 2025.
14. A further submission was received from the Respondents' representative on the morning of 3 September 2025, shortly before the hearing.

### **The hearing**

15. A hearing was held on 3 September 2025 by telephone conference call. The Applicant was present on the call and represented himself. Mrs McLemon was present on the call alongside the Respondents' representative, Miss Lily Colquhoun, student adviser at the University of Strathclyde Law Clinic.

### **Preliminary issues**

16. Firstly, the Tribunal considered whether to accept the written submissions received on behalf of the Respondents on the morning of the hearing. This consisted of four pages, comprising an extract from the Scottish Landlord Register showing that an RSEO was in force against the property, with a covering email.
17. The Tribunal asked Miss Colquhoun to explain why this has been lodged so late, and why she considered the Tribunal should accept it as evidence. Miss Colquhoun said that the Respondents had only just become aware of the fact that the Applicant was unable to let the property due to the RSEO, and that it had been submitted as quickly as possible. She apologised for the late submission of the evidence, and said that she considered it to be important

evidence for the Tribunal to consider in making its decision.

18. The Applicant had not seen the submission. The Tribunal clerk sent it to him by email, and the Tribunal allowed him a few minutes to read it. The Legal Member asked whether the Applicant had any objections to the submission being accepted in evidence. The Applicant agreed that he was aware of the existence of the RSEO. He stated that he did not think the submission was relevant to the matter in dispute, but indicated that he did not object to it being lodged. Having considered the submissions of both parties, the Tribunal decided to accept the belated submission from the Respondents.
19. Secondly, the Legal Member noted that, following the Tribunal's agreement to extend the deadline for the Applicant to submit a further response to its direction, nothing further had been received from him. The Applicant confirmed that there were no further written submissions that he wished to make.

### **The Applicant's submissions**

20. The Applicant told the Tribunal that he now sought a payment order for £10361.45. He said that this was the amount of rent arrears currently outstanding as at 11 August 2025, as shown in the rent statement which he had submitted on 18 August 2025.
21. The Legal Member noted that no amendment request had been received from the Applicant with regard to the sum sought. In terms of rule 14A of the 2017 rules, any request to amend the sum claimed must be notified to both the Tribunal and the other party at least 14 days before the hearing.
22. It was therefore for the Applicant to decide whether he wished to continue with the application based on the original sum sought (£8865.69), being the sum due as at 11 April 2025 or to ask for an adjournment of the hearing to allow him to request an amendment to the higher amount. The Legal Member asked the Applicant if he wished a brief adjournment to consider this. The Applicant indicated, however, that he wished to proceed on the basis of the original sum sought.
23. The Tribunal noted that it appeared from the Applicant's written submissions that it was his position that the Respondents had not paid their rent for the following months:
  - a) January – May 2022
  - b) July and October 2022
  - c) September and October 2023
  - d) December 2023
  - e) January and February 2024.
  - f) December 2024 onwards

24. The Applicant confirmed that this was correct.
25. The Tribunal noted that the “bank statements” which had been submitted by the Applicant in fact appeared to be print outs based on an online search showing payments received during the relevant period from the party searched for, in this case either Mrs McLemon or South Lanarkshire Council (SLC). The Applicant agreed that this was the case. The Tribunal refers to these documents throughout this decision as “bank statement excerpts”.

### **The Respondents’ submissions**

26. The Respondents denied that most of the arrears claimed were due by them. They admitted, however, that they had been in arrears since December 2024, but said that this was not their fault, as discussed in more detail below.

### **The parties’ respective submissions regarding the rent arrears owed**

27. The Tribunal considered that the best way to approach the disputed rent arrears was to hear submissions from each party in turn regarding each specific period during which rent arrears were alleged to have accrued. These are summarised below.

#### ***January - May 2022***

28. The Respondents said that they had paid their rent to the Applicant in cash for each of these months. The Applicant agreed that he had asked them to pay the rent in cash during 2021 and 2022, because he had to change his bank details at that time. Mrs McLemon told the Tribunal at the CMD that she had asked for receipts for the rent payments, but that the Applicant had not provided these. The Applicant had said at the CMD that he could not recall whether he had given them receipts for the rent payments made.
29. The Applicant said that the Respondents owed rental payments for these five months, as shown on the rent statement which he had submitted. He was unable to produce bank statements relating to these missed payments because they had been made in cash.
30. Miss Colquhoun said that the Respondents had agreed to paying their rent in cash during this period because they had trusted the Applicant. While they had not been given receipts, they had not questioned this because they had a long standing tenancy, and at that time they had a good relationship with the Applicant and his mother, and they trusted him. During this period, the Respondents’ rent was being paid to Mrs McLemon her via local housing allowance by the Council, and she then paid this to the Applicant.

### ***July and October 2022***

31. The parties agreed that the last rental payment paid in cash was in May 2022. The Respondents agreed that from June 2022 onwards, their rent payments were made by bank transfer.
32. Miss Colquhoun told the Tribunal that the Respondents disputed that they owed rent arrears for the month of July 2022. They had made a payment on 30 June 2022 which was intended to cover the month of July. It was common for the Respondents to do this, as could be seen throughout the Applicant's bank statement excerpts. The payment for June 2022 was made on 1 June 2022, and therefore there were two payments for June. The Applicant's bank statement excerpts did not reflect this, and nor did his handwritten statements.
33. The Applicant disputed that the Respondents had made two payments in June 2022. The bank statement excerpts which he had submitted only showed one payment having been made on 30 June 2022. The rental payment for July 2022 was therefore still outstanding.
34. The Respondents also disputed that they were in arrears for October 2022. It was their position that they had paid the October 2022 payment to the Applicant on 30 September 2022. The rent payment for September 2022 was made on 1 September 2022, as noted by the Applicant in his handwritten account.
35. The Applicant said that he accepted that the Respondents had paid two payments of £550 in September 2022, as shown in his rent statements.

### ***September and October 2023***

36. The Applicant said that the rent had not been paid for these two months. No payments for these months were evident on the bank statement excerpts which he had produced.
37. The Respondents denied this. Miss Colquhoun said that in September 2023, the Applicant had contacted SLC asking for the rent to be paid directly to him. This was because he said that the Respondents were in rent arrears, which was untrue. The Respondents believed that the Applicant had made this request in retaliation because they had reported him to SLC as he was not registered as a landlord. The Applicant disputed this, saying that he had been registered, just at a different home address. He did agree, however, that he had requested that the rent was paid directly to him, although he could not recall exactly when he had done so.
38. SLC had suspended the Respondents' local housing allowance while the matter was investigated. The Respondents had disputed that they were in arrears, and provided evidence of this to SLC. SLC had then removed the suspension on

their claim and paid Mrs McLemon the rental payments for the period of the suspension on 31 October 2023. The Respondents no longer had proof of what they sent to SLC, as Mrs McLemon had lost her emails following a phone update. They had, however, produced an email dated 14 December 2023 from SLC, confirming that Respondents had provided evidence that they had made bank transfers of rental payments of £550 to the Applicant on 19 September 2023 and on both 2 and 30 November 2023.

39. The Respondents had therefore paid the rent for September 2023 on 19 September 2023. They had also made a double rent payment to the Applicant in November 2023. The payment made on 2 November 2023 was in respect of the rent for October 2023.
40. The Applicant initially appeared to accept that the Respondents had made the rent payments for these months, but following a brief adjournment, said that he disputed this, as they were not showing on his bank statement excerpts for the relevant months.

#### ***December 2023 and January 2024***

41. The Applicant said that no payments had been made for these months, as shown by the bank statement excerpts that he had submitted.
42. Miss Colquhoun said that the Respondents agreed that no payments had been made for these months, but that this was not because they were deliberately withholding these. The Applicant had again applied for direct payments of local housing allowance in December 2023, and the Respondents' allowance had again been suspended.
43. The Legal Member noted that in the Respondents' written submissions, it was suggested that their allowance had been put on hold and would be paid once the payments were released by SLC. She queried what this meant. Following a brief adjournment, Miss Colquhoun confirmed that SLC had not released these payments. Mrs McLemon also suggested that the Applicant had appealed one of the decisions made by SLC.
44. The situation with regard to these months was unclear. Mrs McLemon had said at the CMD that due to the stress caused by these suspensions, she had decided that it would be better to ask for the rent payments to be sent directly to the Applicant in future. Miss Colquhoun confirmed that the Respondents no longer had the emails relating to this period. They did not believe, however, that these rental payments would now be forthcoming from SLC.

### ***February 2024***

45. The Respondents disputed that they were in arrears for the month of February 2024. While they agreed that no payment was made in February 2024, they had made two payments in March 2024. Mrs McLemon had then been sent two payments by SLC in March, to cover the rent for February and March 2024. These had been paid to the Applicant. The first payment of £550 was made on 18 March 2024, to cover February's rent. The second payment of £550 was paid to the Applicant on 28 March 2024. These payments were shown on the bank statement excerpts submitted by the Applicant.
46. The Applicant told the Tribunal that he accepted that the Respondents had paid the rent for February 2024.

### ***December 2024 - April 2025***

47. The parties agreed that the rent had then been paid directly by SLC to the Applicant from March to November 2024. The Applicant said that the Respondents had not then paid any rent since November 2024 to date.
48. Miss Colquhoun said that the Respondents accepted that they had been in arrears since December 2024. This had not been a deliberate action on their part, however. The arrears had arisen due to a misunderstanding following a change in their benefits, when the first Respondent, Mr McLemon, started to claim Universal Credit. The Respondents had not been aware that their local housing allowance would not be automatically transferred over, and that they were required to apply again for their housing costs. They had assumed that the Applicant had continued to receive the rent payments direct.
49. She had been unaware that the Applicant had not been receiving these until he stated in his submission of 7 March 2025 to the Tribunal in connection with the eviction application that the Respondents were in rent arrears of more than £7000 and had given up paying their rent. At that point, Mrs McLemon had discovered that the Respondents should have made a new application for their housing costs to be paid.
50. It was the Respondents' position that when the Applicant first became aware that they were in arrears, he should have contacted them. The issue could then have been resolved quickly. Because the Applicant had failed to do so, the Respondents had ended up accruing several months of arrears.
51. The matter had still not been resolved, however. When the Respondents had applied for their housing costs, their application was refused because the amount of rent claimed (£550) was less than that stated on the tenancy agreement (£595). The Applicant's home address had also changed since the



tenancy agreement was issued. Mrs McLemon had been advised to contact the Applicant to ask him to send her a letter confirming these details, which she was then required to send on to Universal Credit.

52. Mrs McLemon had contacted the Applicant by email to arrange for him to provide such a letter, but he had not responded. The arrears were therefore largely due to the Applicant's lack of co-operation.
53. Mrs. McLemon had also contacted the Applicant to arrange a payment plan, under which she would pay £100 per month towards the arrears. While she had been paying this £100 monthly, the arrears were continuing to increase due to the Applicant's lack of communication. The accrued arrears were not therefore entirely the Respondents' fault, but were also due to the Applicant's failure to communicate with them.
54. The Applicant said that he had not received any communication from Mrs McLemon asking him to provide such a letter. He said that when the rent payments stopped, he had called SLC to find out why. He had been told that there had been a transfer to Universal Credit, that SLC had written to the Respondents, and that it was up to them to make an application. So far as he was aware, the Respondents were dealing with this. He said that neither Universal Credit nor the Respondents had asked him to clarify the rent details. Had he been asked for these, he would have provided them.
55. He said that he had become aware that there was an issue with Universal Credit at the CMD on 4 June 2025. He was aware, however, that Universal Credit would not speak to the landlord and that any contact had to come from the tenant.
56. He confirmed that he had not contacted the Respondents directly because communication between the parties had broken down. He said had the Respondents been different tenants, and had there been a better relationship between the parties, he would have contacted them.
57. The Applicant confirmed that three payments of £100 had been made by the Respondents on 20 May, 31 July, and during the weekend prior to the hearing.
58. The Tribunal asked about the Respondents' efforts to contact the Applicant asking for the letter required by Universal Credit. Mrs McLemon confirmed that she had sent the Applicant an email about this shortly after the CMD on 4 June 2025. She had received no response, but she had not contacted him about this again.
59. Miss Colquhoun asked the Tribunal to take into account the £300 they had paid recently when deciding what arrears were due by the Respondents. The

Respondents were also agreeable to the Applicant deducting £800 from any sum they were found to be due in lieu of the £800 which the Applicant had been awarded by the Tribunal on 4 June 2025 in respect of their tenancy deposit application (reference no: FTS/HPC/PR/25/1733). The Applicant indicated that he was willing to accept this, as he had not yet paid that sum to the Respondents.

### **Impact of the RSEO over the property**

60. Miss Colquhoun said that she wished to bring to the Tribunal's attention the extract from the Scottish Landlord Register which she had submitted shortly before the hearing. This showed that an RSEO was in force against the property. The extract also stated that there was no consent to let the property. She submitted that the Applicant was therefore not entitled to charge rent to the Respondents.
61. The Legal Member explained to Miss Colquhoun that it is a criminal offence to re-let a property which has an RSEO registered against its title. This does not mean, however, that a landlord cannot continue to let the property to the existing tenants. While the Tribunal has power to make a rent relief order reducing the rent to be paid by the tenants, it can only do so if and when it finds that a landlord has failed to comply with the RSEO.

### **Further evidence submitted by the Applicant**

62. During the hearing, the Applicant emailed to the Tribunal online bank statements for the months June 2022 and September, October and December 2023. The Tribunal accepted these, but did not cross them over to the Respondents' representative because they showed details of all of the transactions made during those months. It suggested that the Applicant may wish to redact these statements as appropriate and re-submit them after the hearing. Redacted statements for these months were received from the Applicant on 3 September, and were sent to the Respondents' representative on 9 September 2025. These are referred to in this decision as the "redacted bank statements".

### **Findings in fact**

63. The Tribunal made the following findings in fact:
- The Applicant owns the property and is the registered landlord for the property.
  - There is a short assured tenancy in place between the parties, which commenced on 11 November 2009.

- The rent payable under the tenancy is stated in the tenancy agreement is £595 per calendar month. It was, however, agreed between the parties at the start of the tenancy agreement that the rent to be paid was in fact £550 per month.
- The rent is due on the 11<sup>th</sup> of each month.
- The Applicant did not send any letters or emails to the Respondents advising them that they owed the rent arrears alleged to be due prior to making the application.
- The Respondents paid their rent to the Applicant in cash between January and May 2022. The Applicant did not provide them with receipts for the payments made.
- The Respondents did not pay their rent in July 2022.
- The Respondents made two rent payments to the Applicant in September 2022, one of which was for the rent due for October 2022.
- The Respondents paid the rent for September 2023 on 19 September 2023.
- The Respondents paid the rent for October 2023 on 2 November 2023.
- The Respondents' rent was not paid in December 2023 or January 2024.
- The Respondents made two rent payments in March 2024, one of which was in respect of February 2024.
- The Respondents' rent was not paid for the months from December 2024 until April 2025.
- The Respondents' benefits changed in late 2024. They did not make the correct application for their housing costs, and these were therefore no longer paid directly to the Applicant.
- The Applicant did not make the Respondents aware that their rent was no longer being paid directly to him until March 2025.
- The Respondents made three payments of £100 towards their rent arrears on 20 May, 31 July and 30/31 August 2025.

### **Reasons for the decision**

64. In making its decision, the Tribunal carefully considered all of the evidence before it as at the date of the hearing. This included all of the written evidence which the parties had submitted, and the oral submissions of the Applicant and Mrs McLemon and the Respondents' representative, Miss Colquhoun at the CMD and at the hearing. In doing so, the Tribunal applied the civil burden of proof, which is the balance of probabilities.

65. The Tribunal considered in turn each of the specific rental periods for which there was a dispute over whether the Respondents had paid their rent to the Applicant, as set out below. In respect of the most recent period claimed for,

from December 2024 onwards, it only considered the sums due up to and including 11 April 2025, as claimed for in the original application.

### ***January - May 2022***

66. It was agreed by the parties that the Applicant had asked the Respondents to pay their rent in cash during 2021 and 2022, due to issues with his bank. The Respondents said that they had paid the rent in cash during the five months in question. They had trusted him due to their longstanding relationship with the Applicant and his family. The only documentary evidence which the Applicant had submitted was his handwritten and typed rent statements, which showed that the rent had not been paid during these five months. He was unable to produce bank statements relating to these missed payments because they had been made in cash.

67. It was for the Applicant to prove that the Respondents had not paid their rent during these months. He had not sent them any emails or letters about the alleged arrears relating to this period. He had first raised the matter in his written submissions relating to the eviction application in March 2025, around 3 years after the period during which the rent was due to be paid. The Tribunal found the evidence of the Respondents that they had paid the rent during this period to be credible. It determines in light of the available evidence that on the balance of probabilities, the Respondents paid their rent during this period, and do not therefore owe the Applicant rent in respect of these five months.

### ***July and October 2022***

68. With regard to July 2022, the Respondents told the Tribunal that from June 2022 onwards, their rent payments were made by bank transfer. They had made two payments in June 2022. One of these payments was made in respect of the June rent on 1 June 2022, while the other was made on 30 June 2022, in respect of the July 2022 rent. The bank statement excerpts and redacted bank statements submitted by the Applicant showed one June payment having been made by Mrs McLemon on 30 June 2022. While a number of transactions were shown on the redacted bank statements for 1 June 2022, there were no payments from Mrs McLemon showing on that date, or on any other date in June.

69. The Respondents were unable to provide any other documentary evidence of a payment having been made on 1 June 2022. The Tribunal therefore determines on the balance of probabilities that the Respondents did not make two payments on June 2022, and are due to pay the Applicant one month's rent in respect of July 2022.

70. With regard to October 2022, the Applicant accepted that the Respondents had

paid two payments of £550 in September 2022 as shown in his rent statement, and that one of these was the rent for October 2022. The Tribunal therefore determines that the Respondents paid their rent for this month.

### ***September and October 2023***

71. The Applicant said that the rent had not been paid for these months, pointing out that no payments from Mrs McLemon were evident on the bank statement excerpts which he had produced.
72. The Respondents submitted an email dated 14 December 2023 from SLC, confirming that they had provided evidence of bank transfers of rental payments of £550 having been made to the Applicant on 19 September 2023 and on both 2 and 30 November 2023. They said that they had paid the rent for September 2023 on 19 September 2023. They had also made a double rent payment to the Applicant in November 2023. They had made the payment for October 2023 to the Applicant on 2 November 2023.
73. The Tribunal notes that the bank statement excerpts produced by the Applicant did in fact show that payments of £550 had been received from Mrs McLemon on both 2 and 30 November 2023. The tribunal therefore determines that the Respondents paid their rent for October 2023.
74. The position was less clear as regards September 2023. The letter from SLC confirmed that it was satisfied that the Respondents had made a payment of £550 to the Respondent on 19 September 2023. Neither the bank statement excerpts or the redacted bank statements submitted by the Applicant showed a payment being received from Mrs McLemon on that date, however.
75. While the Respondents were unable to provide direct evidence that they had made payment, the Tribunal takes the view that SLC would not have confirmed that it was satisfied that they had done so unless it had seen such evidence. Having considered the evidence put forward by both parties, the Tribunal therefore determines that, on the balance of probabilities, the Respondents paid their rent for September 2023.

### ***December 2023 and January 2024***

76. The Respondents accepted that no payments had been made for these months, but said that this was not because they were deliberately withholding these. There appeared to have been a further issue with the Respondents' local housing allowance having again been suspended when the Applicant had applied for direct payments in December 2023. It was unclear what had then happened to the suspended payments, as the Respondents no longer had the emails relating to this. On the basis of the evidence before it, the Tribunal determines that the Respondents are due to pay the rent for these two months

to the Applicant.

***February 2024***

77. The Respondents disputed that they were in arrears for this month. They agreed that no payment was made in February 2024, but they had made two payments in March 2024. The first payment of £550 was made on 18 March 2024, to cover February's rent. The second payment of £550 was paid to the Applicant on 28 March 2024. These payments were shown on the bank statement excerpts submitted by the Applicant.
78. The Applicant told the Tribunal that he accepted that the Respondents had paid the rent for February 2024. The Tribunal therefore determines that the Respondents paid the Applicant their rent for that month.

***December 2024 - April 2025***

79. The parties were in agreement that the Respondents had been in arrears since December 2024. There was, however, a dispute over whose fault this was. There had clearly been a difficulty with the transfer of the Respondents' benefits to Universal Credit, which had resulted in their housing costs being paid directly.
80. While the Tribunal accepts that this was due to a misunderstanding on behalf of the Respondents, they were nevertheless contractually bound in terms of their tenancy agreement to pay their rent. It was also their responsibility to ensure that they had made the necessary application with regard to their ongoing housing costs.
81. That said, the Tribunal agrees that the Applicant should have alerted the Respondents to the issue as soon as he became aware that their rent was not being paid to him directly. They clearly assumed that it was still being paid to him direct until they were alerted to the issue in March 2025, at which point he had not received at least three months' rental payments.
82. This situation appears to have arisen largely as a result of the deterioration in the parties' relationship. The Applicant admitted that he had not contacted the Respondents directly because communication with them had broken down. He said that had the situation arisen with a different set of tenants, he would have contacted them.
83. In the circumstances, the Tribunal considers that the most equitable outcome would be for both parties to share equally the responsibility for the arrears which accrued over this period. The Tribunal therefore determines that the Respondents are liable to pay one half of the rent due for each of the five months in this period (i.e. from 11 December 2024 until 11 April 2025). This comes to a total of £1375 (i.e. (£550 x 5) / 2), less the £300 already paid by the

Respondents. The balance due by them is therefore £1075.

84. For the reasons set out above, the Tribunal determines that the Respondents are due to pay the Applicant a total of £2725, comprising £550 for each of the months July 2022, December 2023 and January 2024 plus £1075 for the period from December 2024 to April 2025.

### **Observation by the Tribunal**

85. While the Tribunal did not consider the period after 11 April 2025, it observes that it would be helpful if the Applicant were to provide the letter required by Universal Credit direct to the Respondents as soon as possible, in order to avoid any further arrears being accrued before the end of their tenancy.

### **Decision**

The Tribunal grants an order for payment by the Respondents to the Applicant for the sum of £2725.

### **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.**

# S.O'Neill

15 September 2025

Legal Member/Chair

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Date