



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/25/0385

Re: Property at 16 Maxwell Place, Glenrothes, KY6 1ET (“the Property”)

Parties:

REWD 66 Limited, REWD Group HQ, Unit 4 Barons Court, Grangemouth, FK3 8BH (“the Applicant”)

Shannon Storrar, 16 Maxwell Place, Glenrothes, KY6 1ET (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Tony Cain (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of £9300.

Background

1. By application dated 12 January 2025 the applicant seeks an order for payment in respect of rent arrears, an award of interest at 4% and an order in respect of reasonable costs incurred by the applicant. The application was conjoined with application reference FTS/HPC/EV/25/0618 in terms of which the applicant seeks an order for eviction relying on ground 12 (rent arrears for 3 or more consecutive months) in Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.
2. The applicant submitted the following documents:
 - Tenancy agreement
 - Rent statement

- Rent increase notice
3. By email dated 30 July 2025 the applicant's representative sought to amend the sum sought in terms of rule 14A to £9,300 in respect of rent arrears with interest thereon at the rate of 4%. In addition the applicant sought an award of £1260 in respect of legal fees incurred by the applicant to Gilson Gray solicitors.

Case management discussion ("cmd") – 20 August 2025 – teleconference

4. The applicant was represented by Mr Gray, Gilson Gray solicitors. The respondent was not present or represented. The Tribunal was satisfied that the respondent had received proper notice of the cmd and proceeded in her absence in terms of rule 29.
5. Mr Gray sought an order for payment in the sum of £9300. The tenancy agreement which had been lodged had a commencement date of 21 July 2023 and showed that the monthly rent due was initially £600. A rent increase had been submitted which showed that rent had increased to £675 on 21 August 2024. A rent account had been submitted which spanned the period from July 2023 to July 2025. This showed the rent arrears as at 21 July 2025 had increased to £9300. Mr Gray confirmed that a joint tenant, Daniel Lindsey had moved out of the tenancy in April 2024. It had been accepted by the applicant that the respondent was solely liable for the rental payments from that date. Mr Gray confirmed that no payment had been received from the respondent since December 2024 with arrears continuing to rise. Mr Gray sought interest at the rate of 4% on the outstanding arrears figure.
6. Mr Gray sought an additional amount of £1260 in respect of payment for legal services to Gilson Gray. Mr Gray referred to invoices that had been submitted which detailed work preparing both conjoined Tribunal applications and attending the cmd. Mr Gray stated that the sum sought was not legal expenses. He sought to rely on Clause 37 of the tenancy agreement which states that the respondent agrees:

To pay the reasonable costs incurred by the Landlord, or his Letting Agent or professional advisers, in successfully enforcing or remedying a failure to comply with the obligations of the tenant under the agreement.

Mr Gray stated that the amounts charged were based on his hourly rate which was a reasonable amount and commercially appropriate. He stated that in his view were the accounts scrutinised by the Auditor of Court they would be deemed acceptable.

Findings in fact

7. The applicant entered into a tenancy agreement with the respondent with a commencement date of 21 July 2023.
8. Daniel Lindsey was named as joint tenant in the tenancy agreement.
9. Monthly rent was initially £600 increasing to £675 from 21 August 2024.
10. Daniel Lindsey moved out of the property in April 2024.
11. The parties accepted that the respondent became solely responsible for rental payments from April 2024.
12. Rent arrears as at 20 August 2025 amount to £9300.
13. The respondent has not made any payments of rent since December 2024.
14. The tenancy agreement contains no provision for payment of interest on any outstanding sums due.
15. The respondent's conduct has not been unreasonable in relation to the present application and has not caused unnecessary or unreasonable expense.
16. The sum of £1260 is not a reasonable cost payable by the respondent in relation to the present and conjoined applications.

Reasons for the decision

17. Rule 17 (4) states:

The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

18. Rule 18 states:

Power to determine the proceedings without a hearing

18.—(1) Subject to paragraph (2), the First-tier Tribunal—

(a) may make a decision without a hearing if the First-tier Tribunal considers that—

(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii) to do so will not be contrary to the interests of the parties; and

(b) must make a decision without a hearing where the decision relates to—

(i) correcting; or

(ii) reviewing on a point of law,

a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

19. The Tribunal was satisfied that it was able to make a determination and that it was not contrary to parties' interest to do so at the cmd without the need for a further hearing.
20. The Tribunal had regard to the application and the documents lodged on behalf of the applicant.
21. The Tribunal took into account that the respondent had not lodged any defence to the application or disputed the sum sought in any way.
22. The Tribunal was satisfied that the request to amend the sum sued for in respect of rent arrears had been made in compliance with rule 14A and allowed the requested amendment. The Tribunal was satisfied that arrears in the amount of £9300 were lawfully due as at the date of the cmd.
23. In the absence of a specific clause in the lease relating to interest payable the Tribunal did not consider it reasonable to include interest on the order for payment.
24. In relation to the sum of £1260 sought for expenses, the Tribunal considers that any award for legal expenses requires to be pursued under rule 40. As the applicant has not sought to rely on that rule and has not demonstrated that the conduct of the tenant has resulted in unnecessary or unreasonable expense being incurred the Tribunal determined not to make any award of expenses under rule 40.
25. Even if it had been accepted that legal expenses could be recovered relying on clause 37 of the tenancy agreement the Tribunal determines that the amount

sought is not a reasonable and proportionate outlay. Clause 37 lacks specification in relation to the costs that the applicant could reasonably be expected to charge. Legal representation at the Tribunal is not mandatory. The Tribunal does not consider it reasonable for the respondent to cover the cost of £1260 for a legal representative to attend the first cmd in both applications.

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.

Mary-Claire Kelly

Mary-Claire Kelly

Legal Member/Chair

20 August 2025
Date