



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/25/0666

Re: Property at Flat 3/2, 220 Duke Street, Glasgow, G31 1JB (“the Property”)

Parties:

Home Group Limited, 1 Strawberry Lane, Newcastle Upon Tyne, NE1 4BX (“the Applicant”)

Mr Ian Collins, Flat 3/2, 220 Duke Street, Glasgow, G31 1JB (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member) and Eileen Shand (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicant in the sum of £10,121.36 with interest at the rate of 4% per annum from the date of this decision until payment.

Background

1. The Applicant submitted an application under Rule 111 of the Housing & Property Chamber Procedure Regulations 2017 (“the Rules”). The Applicant sought an order for payment in the sum of £6,599.06 in respect of arrears said to have been incurred by the Respondent.
2. A Convenor of the Housing and Property Chamber (“HPC”) having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. Letters were issued on 3 July 2025 informing both parties that a CMD had been assigned for 18 August 2025 at 10am, which was to take place by conference call. In that letter, the parties were also told that they were required to take part

in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondent was invited to make written representations by 24 July 2025. No representations were received.

4. On 4 August 2025, the Tribunal received an email from the Applicant's representative seeking to amend the sum claimed to £10,121.36. An updated rent statement was attached to the email. The Applicant's representative intimated the intention to increase the sum claimed to the Respondent by recorded delivery letter on 4 August 2025.

The case management discussion – 18 August 2025

5. The CMD took place by conference call. The Applicant was represented by Miss Chloe Bannigan, solicitor. The Respondent did not join the conference call and the discussion proceeded in his absence. This case called alongside a related case which proceeds under chamber reference FTS/HPC/EV/25/0662. The Tribunal explained the purpose of the CMD.
6. The Applicant's representative explained that rent arrears have increased from £6,599.06 when this application was submitted to £10,121.36 as at 1 July 2025. The last payment made by the Respondent was on 31 October 2024. There was an updated rent statement before the Tribunal with the application to increase the sum sought. The Respondent had been given notice of that. An order for payment in the sum of £10,121.36 was sought. The Applicant's representative has contacted the Respondent on many occasions, and the Respondent has promised to pay ongoing rent and to make an arrangement to repay the arrears, but that has not come to fruition.
7. The Applicant sought interest on the sum sought at the rate of 8% per annum. It was submitted that the Respondent had received notice of this application in July 2025 and therefore had notice that the Applicant sought interest. He has made no representations about that.

Findings in Fact

8. The parties entered into a private residential tenancy which commenced 1 February 2024.
9. The contractual monthly rent is £704.46, payable in advance.
10. The Respondent is liable to pay the Applicant £10,121.36 in respect of rent arrears to 1 July 2025.

Reason for Decision

11. The Tribunal was satisfied that it could make relevant findings in fact in order to reach a decision following the CMD, and that to do so would not be contrary to the interests of the parties in this case. The Respondent had been given the opportunity to attend the CMD but had chosen not to do so. The Tribunal therefore considered it could accept the evidence and submissions on behalf of the Applicant, there being no contradictory evidence before it.
12. The Tribunal was satisfied that the Respondent had a contractual obligation to pay rent of £704.46 per month. The Respondent had failed to comply with his obligation in this regard, resulting in arrears of £10,121.36. The Respondent had notice that an increased sum would be sought. The Tribunal therefore determined to make an order for payment in the sum of £10,121.36.
13. The Tribunal was persuaded to exercise its discretion in terms of rule 41A to award interest, but at the rate of 4% per annum from the date of this decision. Although there is no contractual provision for interest, the Respondent was given notice that interest would be sought. A substantial sum of money is outstanding to the Applicant.

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.

Nicola Irvine
Legal Member/Chair

19 August 2025
Date

N Irvine