



**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/24/4563**

**Re: Property at 101 Garvock Hill, Dunfermline, Fife, KY12 7RN (“the Property”)**

**Parties:**

**Ms Lorna McIntyre, Pentland Lodge, Damhead, Midlothian, EH10 7DP (“the Applicant”)**

**Mrs Ashley Nimmo, Mr David Nimmo, 101 Garvock Hill, Dunfermline, Fife, KY12 7RN (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member)**

**Decision (in absence of the Respondents)**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are liable to pay the Applicant the sum of Ten thousand seven hundred and eighty three pounds and twenty two pence (£10,783.22) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal therefore made an order in the sum of £10,783.22.

**Background**

- 1 This is an application for a payment order arising from a private residential tenancy under section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought to recover payment of unpaid rent from the Respondents.
- 2 The application was referred to a case management discussion (“CMD”) to take place on 31 March 2025 by teleconference. The Tribunal gave notice of the CMD to the parties in accordance with rule 17(2) of the Rules. Said notice was served upon the Respondents by sheriff officers.

- 3 Both parties were invited to make written representations. On 14 March 2025 the Applicant submitted an updated rent account and requested that the sum claimed be increased to £7400 in terms of rule 14A of the Rules.

### **The CMDs**

- 4 The first CMD took place on 31 March 2025 by teleconference. All parties were in attendance. The Applicant sought an order for payment. The Respondents stated that they admitted the amount sought was due and they wished to make an offer to repay the arrears on a monthly basis. The Applicant stated that she would consider any offer made. The Tribunal discussed that the Respondents could make an application for a time to pay direction. The CMD was therefore adjourned to a further CMD to allow the Respondents to complete an application and for the Applicant to consider same. Following the CMD the Tribunal provided the Respondents with the form for submitting an application for a time to pay direction.
- 5 On 2 June 2025 the Applicant submitted a final rent account and requested that the sum claimed be increased to £10,783.22 under rule 14A of the Rules. The Applicant's request was intimated to the Respondents.
- 6 The Tribunal did not receive an application for a time to pay direction from the Respondents.
- 7 The second CMD took place on 25 September 2025 by teleconference. The Applicant joined the call. The Respondents did not attend. The Tribunal noted that they had been given notice of the CMD in accordance with rule 17(2) of the Rules. The Tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in their absence.
- 8 The Tribunal had the following documents before it:-
  - (i) Private residential tenancy agreement between the parties;
  - (ii) Bank statements;
  - (iii) Correspondence from the Applicant to the Respondents; and
  - (iv) Rent statements
- 9 The Tribunal heard submissions from the Applicant on the application. She explained that there had been no contact from the Respondents since the last CMD. She had not received any time to pay application from them. The tenancy had terminated on 4 June 2025 following enforcement of an eviction order granted by the Tribunal. The arrears at the date of termination were £10,783.22. The Applicant sought a payment order in the increased sum.

### **Findings in fact**

- 10 The Applicant is the owner and landlord, and the Respondents were the tenants, of the property in terms of a private residential tenancy agreement.

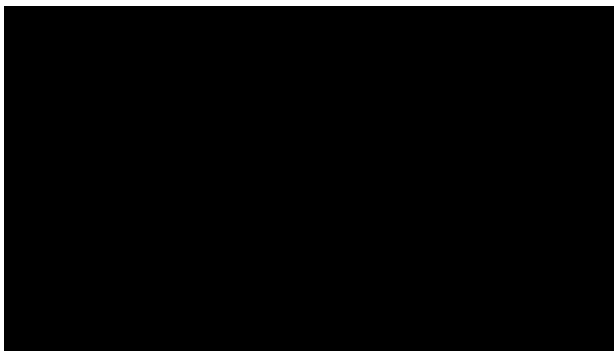
- 11 In terms of clause 8 of the tenancy agreement the Respondents agreed to pay rent of £850 per calendar month, payable in advance.
- 12 The tenancy between the parties terminated on 4 June 2025 following the granting of an eviction order by the Tribunal.
- 13 The Respondents failed to pay rent as agreed. As at the date of termination rent arrears in the sum of £10,783.22 had accrued.

### **Reasons for decision**

- 14 The Tribunal was satisfied that it had sufficient information to make relevant findings in fact and reach a decision on the application following the CMD and in the absence of a hearing under rule 18 of the Rules. The Respondents did not dispute that they were in rent arrears, and as such there was no contradictory evidence to counter the documents and submissions from the Applicant. The Respondents had also been given the opportunity to submit an application for a time to pay direction but had failed to do so.
- 15 The Tribunal therefore accepted that the Respondents had a contractual obligation to pay rent of £850 per month to the Applicant and had failed to do so, resulting in arrears of £10,783.22. The Tribunal accordingly concluded that the Respondents were liable to pay the sum of £10,783.22 to the Applicant and made an order for payment in that sum.

### **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.**



**25 September 2025**

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**Date**