Housing and Property Chamber
First-tier Tribunal for Scotland

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended ("the Regulations")

Chamber Ref: FTS/HPC/CV/25/1251

Re: Property at Flat 1/2, 28 South Street, Greenock, PA16 8UD ("the Property")

Parties:

Mr Derek Hosie, 58 Cortmalaw Crescent, Glasgow, G33 1TB ("the Applicant")

Ms Caitlin Barilli, Taylor McGinnes, Charlene McMath, 1/2 28 South Street, Greenock, PA16 8UD; 1/2 28 South Street, Greenock, PA16 8UD; 1/2 41 Finnart Street, Greenock, PA16 8HB ("the Respondent")

Tribunal Members:

Nicola Weir (Legal Member) and Gordon Laurie (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment by the Respondent in the sum of £5,775 should be made in favour of the Applicant.

Background

1. By application received on 24 March 2025, the Applicant applied to the Tribunal for an order for payment of £2,625 plus interest at the rate of 4% and expenses if deemed appropriate against the Respondent in respect of rent arrears. The Respondents were the joint tenants in respect of the tenancy and the Guarantor for the tenants in respect of the tenancy. Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement and a Rent Statement. An application for recovery of possession of the property against the Respondent tenants (the First and Second Respondents) in terms of Grounds 12 (rent arrears over a period of three consecutive months) of Schedule 3 to the 2016 Act of rent arrears was submitted shortly before this application and was conjoined with this

application. Both applications thereafter proceeded together through the Tribunal process.

2. Following initial procedure, on 7 April 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.

3. A Case Management Discussion ("CMD") was fixed for 17 September 2025. The application and details of the CMD scheduled were served on the Respondent by Sheriff Officer on 11 August 2025. In terms of said notification, the Respondent was given an opportunity to lodge written representations but none were lodged prior to the CMD.

4. On 11 August 2025 and 2 September 2025, applications to increase the sum sought in the payment application initially to £5,250 and then to £5,775 were submitted on behalf of the Applicant. Updated supporting Rent Statements were also submitted on these dates and again on 16 September 2025, showing that the balance outstanding remained at £5,775. All were copied directly to the Respondent by the Applicant on submission to the Tribunal.

Case Management Discussion

5. The CMD took place by telephone conference call on 17 September 2025 at 10am. In attendance was Mr Kenneth Caldwell, Solicitor, of Patten & Prentice LLP on behalf of the Applicant. The Tribunal delayed commencement of the CMD for 5 minutes to give the Respondent an opportunity to join late but they did not do so.

6. Following introductions and introductory remarks by the Legal Member, Mr Caldwell explained the background to the applications. He confirmed that, although he had not had any direct contact from the Respondent tenants, nor the Respondent Guarantor (in respect of the payment application), the Respondent tenants had initially engaged with the Applicant's letting agents, to advise of their updated circumstances. The payment difficulties appeared to have arisen when the First Respondent, who had initially worked as a carer, became pregnant and subsequently had a baby. The Second Respondent had also started a new job, around the turn of the year, in manufacturing. They did not, however make any payment proposals or advise of their intentions as regards the tenancy. There had been no contact or proposals from the Guarantor who was understood to be a relative of the Second Respondent. The Respondent tenants were understood to be a young couple, in their early twenties. There had been no indication that they were reliant on state benefits or had applied for social housing with the local authority. However, Mr Caldwell stated that, if they had, this was likely to be a situation where any such housing application would not be progressed until an eviction order had been granted and they were therefore at risk of being homeless. Mr Caldwell stated that his firm had written to the Respondent tenants in respect of the pre-action protocol in the eviction application, both at the time of serving the Notice to Leave and, again, once the notice period had expired. He had also written to the Guarantor

before initiating the proceedings in respect of the payment application but not had any response. Mr Caldwell confirmed that the letting agents had previously issued other communications in respect of the pre-action protocol. It was noted that these had not been lodged but Mr Caldwell offered to submit them to the Tribunal during the CMD. These were duly received and it was noted that communications had been issued to the Respondent tenants regarding the rent arrears owing as at 28 October 2024 and again as at 5 December 2024. The letting agents have reported that they understand the Respondent tenants still to be in occupation, as they manage another property in the vicinity.

7. Mr Caldwell stated that the tenancy had begun on 5 June 2024. The rent was £525 per calendar month which had not been increased. Most of the arrears accrued as a consequence of no further payments having been received from the rent due at 1 December 2024 onwards. The last payment had been £525 on 4 November 2024. The arrears amounted to over £2,000 when the Notice to Leave was served and now amount to £5,775 as no payments have been received. There was discussion regarding the two requests Mr Caldwell had submitted to the Tribunal to increase the sum claimed, firstly to £5,250 and then to £5,775.

8. Mr Caldwell advised the Tribunal that the Applicant is only understood to own and let out this one property through his letting agents, CS Properties. Mr Caldwell does not know whether there is still a mortgage in payment in respect of this property but advised that the Applicant is reliant on the rental income. Mr Caldwell requested that the Tribunal grant a payment order in respect of the Increased amount currently owing, of £5,775, given that there has been no engagement or proposals from any of the Respondents.

9. The Tribunal Members adjourned to discuss the applications in private. On re-convening, it was confirmed that the Tribunal was satisfied that the payment application was in order and that the Tribunal would therefore grant an order in the increased sum sought of £5,775. It was confirmed that the Tribunal had decided to apply interest thereon at the rate of 4%, as requested in the application. This was considered a reasonable interest rate, with reference to current bank base rates, to be applied from the date of the order. Mr Caldwell had not requested any expenses on behalf of the Applicant, although this was mentioned in the original application and no expenses were granted. There was some brief discussion regarding the procedures to follow. Mr Caldwell was thanked for his attendance and submitting the further documentation required by the Tribunal, and the CMD was concluded.

Findings in Fact

1. The Applicant is the owner and landlord of the Property.

2. The Respondent is the joint tenant of the Property by virtue of a Private Residential Tenancy which commenced on 5 June 2024 and the Third Respondent is the Guarantor in respect of same.

3. The rent due in respect of the tenancy was £525 per calendar month.

4. There was a background of rent arrears from early in the tenancy and no rent has been paid since November 2024.

5. The last payment made towards rent amounted to £525 on 4 November 2024.

6. No payments have since been made and arrears have been accruing continuously since then.

7. Arrears amounted to £2,100 when the Notice to Leave was served in February 2025 in the eviction application, £2,625 when this application was lodged in March 2025 and now amount to £5,775.

8. The Applicant's letting agents and legal representative have sought to engage with the tenant Respondents concerning the rent arrears and issued several communications to them in respect of the 'pre-action protocol' in connection with the eviction application.

9. The Applicant's legal representative had also sought to engage with the tenant Respondents' Guarantor in respect of the tenancy regarding the rent arrears.

10. Although the tenant Respondents initially engaged with the letting agent to advise of a change in their circumstances, there has been no further engagement or payment proposals made by the Respondent or their Guarantor.

11. This Tribunal Application was submitted on 24 March 2025.

12. The tenant Respondents have remained in occupation of the Property.

13. The Respondents have been called upon to make payment of the rental arrears or enter into a satisfactory payment arrangement but have failed to do so.

14. The Respondents did not lodge any written representations with the Tribunal, not seek time to pay, nor attend the CMD.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation, the procedural background to the application and to the oral representations at the CMD by the Applicant's solicitor.

2. The Tribunal found that the application was in order and that the sum of £5,775 was owing by the Respondent in respect of rent arrears, in terms of this application. The original sum sought had been increased twice during the

process by way of requests to increase the sum sought made on behalf of the Applicant, in terms of Rule 14A of the Regulations. Both requests were timeously made and intimated directly to the Respondent by email. The Tribunal had regard to the terms of the tenancy agreement and the Rent Statements produced and were satisfied that the amount sought, with reference to the most up to date Rent Statement was correct. The Tribunal was also satisfied that the Third Respondent had signed the tenancy agreement as Guarantor and was therefore appropriately named as a Respondent, together with the tenant Respondents, in respect of this application, and being liable in respect of the rent arrears owing.

3. The Tribunal had no material before it to contradict the Applicant's position nor advance any arguments on behalf of the Respondent in respect of the sum claimed, nor to request time to pay. The Respondent had been properly and timeously served with the Tribunal paperwork by way of Sheriff Officer service. The Respondent had not submitted any representations to the Tribunal and nor did they attend the CMD. The Tribunal was accordingly satisfied that the sum of £5,775 was due to the Applicant in unpaid rent and had not been paid by the Respondent. The Tribunal also determined that an order for payment in the amount sought in respect of rent arrears could properly be granted at the CMD and that there was no need for an adjournment to a further hearing. The Tribunal, having considered the Applicant's request for interest to be added at the rate of 4% to apply from the date of the order, exercised their discretion and applied same, as narrated above.

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 Weir

	17 September 2025
Legal Member	**Date**