



**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/24/4072

Re: Property at 1/2 9A Lochburn Road, Glasgow, G20 9AE (“the Property”)

Parties:

Kyles Property Investment LTD, 19 Moncrieff Avenue, Lenzie, G66 4NL (“the Applicant”)

Mr Nicholas Richardson, Sofia Semple, 1/2 9A Lochburn Road, Glasgow, G20 9AE; 13 Abbotford Drive, Glenrothes, Fife, KY6 2LP (“the First and Second Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of TEN THOUSAND NINE HUNDRED AND EIGHTY-ONE POUNDS AND TWENTY-ONE PENCE (£10,981.21)

Background

1. By application dated 3 September 2024 the applicant seeks an order for payment.
2. The application was conjoined with application reference HPC/EV/24/3723 in terms of which the applicant sought an order for eviction against the first respondent relying on ground 12 (rent arrears for three or more consecutive months) in Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.
3. The applicant lodged the following documents with the application:
 - Copy tenancy agreement

- Rent account
 - Correspondence between the parties.
4. A case management discussion (“cmd”) took place via teleconference on 28 May 2025. The applicant was represented by Ms McCoy, letting agent from Regent Property Glasgow Ltd. The second respondent was in attendance. The first respondent was not present or represented.
 5. The second respondent confirmed that she was the first respondent’s grandmother. She had signed the tenancy agreement as his guarantor. She stated that she is 82 years old. She had signed the agreement when she was 80 years old and still in employment as a carer. She explained that since then she had suffered a stroke which meant that she was unable to work. Her income had reduced as a result. She stated that she was in poor health and as well as the impact of the stroke suffered from labyrinthitis. At present she received a state pension and attendance allowance as well as a local authority pension. She advised that due to increased outgoings on utilities and cost of living she had very little disposable income. The second respondent stated that the first respondent had been aware of the cmd taking place. She stated that he had been in and out of employment which may explain the arrears. She confirmed that he is in his 30s. The second respondent accepted that there were rent arrears due and did not dispute that she was jointly and severally liable for their payment as she had signed the lease agreement as her grandson’s guarantor.
 6. The Tribunal advised the second respondent that she should seek advice from an advice agency such as Citizens Advice Bureau in relation to the present application.
 7. After some discussion it was agreed that the application would be adjourned for the first respondent to be notified of the increased sum being sought as required in terms of rule 14A.
 8. An eviction order was granted in respect of the conjoined case. The date of execution of the eviction order was 27 June 2025.

Case management discussion – teleconference -10 October 2025

9. The applicant was again represented by Ms McCoy. Neither respondent was in attendance. The Tribunal attempted to telephone the second respondent on the

morning of the cmd to request that she join the teleconference however there was no answer on the telephone number that had been provided. The Tribunal was satisfied that both respondents had been properly notified of the cmd in terms of rule 17 and proceeded in their absence in terms of rule 29.

10. On 9 September 2025 Ms McCoy had emailed the Tribunal with the following documents:

- an updated rent statement,
- invoice for services from Regent Property relating to the eviction process
- invoice for cost of changing the locks
- invoice for sheriff officers' fees for carrying out eviction
- a summary of costs incurred relating to damage to the property

11. Ms McCoy stated that an eviction had been carried out on 25 July 2025. She referred to the updated rent account which showed that arrears had increased to £10,981.21 by 23 July 2025. She sought an order for payment in that amount plus interest thereon at the rate of 8%. This brought the total sought for arrears and interest to £12,203.88. She referred to clause 8 of the tenancy agreement which specified that interest may be charged on any outstanding rent at the rate of 8%.

12. Ms McCoy also sought to recover the cost of her company's services in relation to the eviction application. An invoice had been submitted which showed that amount charged for services to deal with the eviction and rent arrears was £650. In addition she sought payment of £153 to cover the costs of replacement locks at the property and £323.04 to cover the costs of Sheriff Officers carrying out the eviction. Invoices had been produced for both items. Ms McCoy sought to rely on clause 8 in the lease which stated:

The Tenant shall be held liable for any further reasonable costs incurred by the Landlord through the Tenant's failure to pay rent on time including, but not limited to, any administrative charges or late fees made by the Landlord's bank, any expenses incurred by the Landlord in pursuing the Tenant for payment of said unpaid rent, legal or otherwise.

13. The applicant's representative had stated in their email of 9 September 2025 that further outlays amounting to £635 had been incurred by the landlord due to the cost of cleaning the property, removing possessions and making good

damage to the property. It was discussed that due to the lack of vouching and evidence relating to these items and they would not be considered in the present application however it was noted that it was open to the applicant to submit a separate application in relation to these items.

14. Ms McCoy stated that since the cmd she had been contacted by the Citizens Advice Bureau on behalf of the first respondent. They had advised that he had sought advice regarding entering into a repayment agreement however she had subsequently been advised that due to the first respondent's failure to respond to requests for information the Citizens Advice Bureau had closed its file.

Findings in fact

15. The applicant and first respondent entered into a tenancy agreement with a commencement date of 20 January 2023.
16. The second respondent signed the tenancy agreement as guarantor for the first respondent.
17. The tenancy agreement stated:
- In signing this document, the Guarantor guarantees all payments of rent, any other obligations under this Agreement, and any other payments due to the Landlord which the Tenant is required to pay under this Agreement, and liability continues in respect of any payment due but not paid even after the termination of this Agreement or any alteration to this Agreement.*
18. Monthly rent due in terms of the agreement is £745.
19. The first respondent was evicted from the property on 25 July 2025.
20. Rent arrears as at 23 July 2025 amounted to £10,981.21.
21. The respondents have not made any payments towards the rent or arrears since June 2024.
22. The tenancy agreement specified that interest on late payment of rent may be charged by the applicant at eight per cent per year from the date on which the rent is due until payment is made.
23. The respondents' conduct has not been unreasonable in relation to the present application and has not caused unnecessary or unreasonable expense.

24. The sum of £1126.04 sought in respect of sheriff officers fees, expenses for representation of letting agents at the eviction hearing and the costs of changing the locks in the property relate to the expenses of the eviction application which had been conjoined with the present application and are not reasonable costs payable by the respondents in relation to the present application.

Reasons for the decision

25. 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.

26. 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.

27. 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.

28. The Tribunal had regard to the application and the documents lodged on behalf of the applicant.
29. The Tribunal took into account that the respondents had not lodged any defence to the application or disputed the sum sought in any way. The Tribunal also took into account that the second respondent had been advised to seek advice in relation to the application.
30. 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 £10,981.21 were lawfully due as at the date of the cmd.
31. In relation to the request for interest on the outstanding rent arrears. Rule 41A states that the Tribunal may award interest on an award of payment. The Tribunal determined not to award interest at the rate of 8% as requested.
32. In relation to the sum of £1126.04 sought for expenses, sheriff officers' fees and replacement locks 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 respondents has resulted in unnecessary or unreasonable expense being incurred the Tribunal determined not to make any award of expenses under rule 40.
33. Even if it had been accepted that legal expenses and outlays for sheriff officers' fees and changing the locks could be recovered relying on clause 8 of the tenancy agreement the Tribunal determines that the amount sought is not a reasonable and proportionate outlay. Clause 8 lacks specification in relation to the costs that the applicant could reasonably be expected to charge. Professional representation at the Tribunal is not mandatory. The Tribunal does not consider it reasonable for the respondents to cover the costs sought.

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.



Legal Member/Chair

Date 10/10/25