

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 Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/24/4698

Re: Property at 88 Moraine Drive, Glasgow, G15 6HA (“the Property”)

Parties:

Margaret Bonis, 17 Breadie Drive, Milngavie, Glasgow, G62 6LS (“the Applicant”)

Senga Gracie, 88 Moraine Drive, Glasgow, G15 6HA (“the Respondent”)

Tribunal Members:

Joel Conn (Legal Member) and Gordon Laurie (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

1. This is an application by the Applicant for civil proceedings in relation to an assured tenancy in terms of rule 70 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”), namely an order for payment of rent arrears. The tenancy in question was a short assured tenancy of the Property by the Applicant to the Respondent said to commence on 27 September 2015.
2. The application was dated 10 October 2024 and lodged with the Tribunal on that date. The application was accompanied with a rent statement showing arrears to 4 October 2024 of £17,084.38 and sought payment of that amount, with interest at 8% per annum. The statement showed material arrears as having been present and climbing since May 2022. According to the Tenancy Agreement lodged with the application, the monthly rent was £625 and due on the 27th of each month but the rent statement applied rent from the 17th of the month (being a point that neither side referred to nor took issue with).

Procedural background

3. The application, and a conjoined application for an order for payment regarding eviction arrears (EV/24/4697), called at an initial case management discussion ("CMD") on 3 June 2025. The CMD Note for that date is referred to for full detail but, in summary, the Respondent accepted that she was in arrears by £21,878.88 for the period to 16 May 2025 (which, as rent was £625 per month, was over 35 months of arrears). An amendment of the sum sought to that amount was granted. The Respondent said that the rent was withheld due to issues with repairs at the Property, which were not addressed. She said that she had originally held back the money in a separate account but had suffered financial pressures and started to use the funds. The wants of repair were said to include the kitchen and bathroom both being unusable (so she was unable to cook, and her children required to wash at the local sports centre). Other issues included problems with the flooring in the kitchen. The Applicant disputed that such significant repairs issues were present. In regard to any delay in works that may have occurred, the Applicant attributed these to the Respondent's lack of communication.
4. Further to the discussion at the initial CMD, the applications were both adjourned to a further CMD for various issues, including:
 - a. The Respondent to seek legal advice and/or housing support on her position and the applications made by the Applicant. The Tribunal expected the Respondent to obtain the assistance of her children in securing that advice/support. (The CMD was told that she had two adult children living at the Property, both in tertiary education.)
 - b. The Respondent to lodge detailed written submissions as to her position no later than 14 days prior to the date of the adjourned CMD, with supporting evidence such as dated photographs.
 - c. The Applicant to take formal steps to inspect the Property which the Respondent required to co-operate with.
 - d. The Applicant to produce evidence of repairs required to the Property as intimated by the Respondent from 2022.
5. Prior to the second CMD, two Inventories of Productions were received from the Applicant's agent with evidence of work and inspections undertaken at the Property from 2021 through to September 2025. Significant work appeared to have been commissioned since the initial CMD (notably to the kitchen and bathroom), though the reports and invoices lodged also referred to the magnitude of the wants of repair being significantly lower than complained of by the Respondent at the initial CMD. Further, an inspection report from June 2023 was lodged that referred to only minor wants of repair (damage to kitchen flooring and a leaking radiator) being outstanding at that time. No submissions or documents were lodged by the Respondent on any subject nor to address the content of the Applicant's Inventories.
6. On the day prior to the second CMD, the Applicant produced an updated rent statement showing that rent arrears (for the period to 16 October 2025) were £25,003.88.

The Hearing

7. On 10 October 2025 at 10:00, at a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, sitting remotely by telephone conference call, we were addressed by Bernadette Baxter, solicitor, Mellicks, for the Applicant and by the Respondent personally.
8. We raised with the Respondent the lack of any further submissions or documents lodged by her. She said that she had all the documents compiled but she did not know where to send them. She also said that she had expected that by now she would have had a solicitor who could lodge them for her. She explained at length how she had thus far failed to obtain a solicitor or advice centre able to represent her, having variously: struggled to find a legal aid solicitor at all; having found an adviser who referred her to a solicitor who could then not act; and having been referred to Shelter who could only give initial advice due to lack of capacity. She was awaiting further calls back from other potential advisers and that she awaited legal advice before she felt she could comment whether or not she conceded the full sum sued for. On this point, however, she accepted that she had not paid any arrears and accepted the Applicant's updated figure that rent arrears were now £25,003.88.
9. We asked the Respondent to comment on the recent repairs. On this, she was difficult to follow, rarely providing direct answers to any query. We did note that she confirmed that her complaints about the bathroom were now resolved and that she did now have a working cooker, though she said that it frequently "tripped" and that she had asked the Applicant's letting agent to send out someone to check it. She said that new flooring had only just gone down in the kitchen though she believed it had just been placed over an underfloor which she believed was still damp. She believed the Property had "rising damp" which was still unaddressed. She also referred to a crack in the boiler cupboard but did not identify any reason why this affected the quality of her occupancy. She said that some of these remaining matters had been discussed with "Paul", from the Applicant's letting agent, during the recent inspection (which inspection was called for at the initial CMD). She was also insistent that there were reports that referred to her having raised issues historically, in particular that she did not have a working cooker since 2018 and the issues with damp. The Respondent made specific reference to allegedly discussing "rising damp" with an "inspector" in 2022 and to the inspection report of June 2023 lodged by the Applicant. When the terms of the June 2023 report were read back to her (noting that the only existing wants of repair that she is listed as raising at the inspection were damage to kitchen flooring and a leaking radiator) she provided no further answer, except that she had further documents vouching her history of reporting issues, being the documents she had not yet lodged.
10. The Respondent repeated on a number of occasions that she disputed claims by the Applicant and her letting agent that she had failed to make contact on issues, or had failed to allow access. She believed that not all contractors' visits had been agreed in advance, and suggested that some contractors who just "popped" by may have not obtained entry, though she attributed fault in any such cases to the letting agents having failed to arrange the visit properly. She made specific

reference to a letter from the letting agent, lodged by the Applicant, which referred to specific issues with the flooring contractor and an allegation that the Respondent had failed to make contact with the contractor. The Respondent denied the contents of the letter. She said that when the contractor recently visited he confirmed to her that he had said no such thing to the letting agent. She mused that she should have obtained a statement from him but had not done so. She further complained that on some occasions contractors had visited but their work had not resolved the problems.

11. In regard to the arrears, the Respondent said that she was keen to start payment but had no bank details. She said that she had asked "Paul" for these at the inspection and he had promised to send them to her, but they had not been received. When we asked what she intended to pay, she lacked an answer and said she would need to consider her finances. She thought it likely that she would pay the current rent plus £50 to £80 a month against whatever arrears figure she thought remained due (once she had full legal advice). She did not rule out that she may be liable for the full arrears claimed of £25,003.88. She further explained that she received benefits payments direct for rent, and initially put money aside. She then required to spend it on other costs, such as credit card debt. When asked by us how she now intended both to pay the rent and a further sum towards arrears, she said that as she was able to use a cooker again this would save money which was previously spent on carry-out food.
12. In regard to further information that the Respondent offered to provide, she wished time to lodge further evidence that she believed would vouch that there were long periods where she had reported repairs issues and the work was not completed promptly. She further sought legal advice so she could consider whether she disputed liability for the full amount of arrears.
13. In regard to her health, the Respondent said that she still had continuing health issues (as reviewed in the CMD Note from June 2025). She said that the only place she really left her home to go to was to hospital appointments. She said that the stress of the Tribunal process was affecting her health. In regard to her organisational ability, she conceded she was "all over the place" with matters regarding her housing needs. When asked whether her children could assist in providing or at least obtaining advice and support, she was insistent that she could not ask them as it would add further stress. The Respondent thought that in particular her daughter, whom she described as having recently graduated from a law degree, would not be able to cope with such additional pressure.
14. In regard to further procedure, the Applicant sought decree at the continued CMD, if failing a final hearing set. The Applicant relied upon the following additional submissions about the putative defence and the reasonableness of such procedure:
 - a. The Respondent had received an opportunity to engage with the Tribunal process in full and had not done so. This lack of constructive engagement was mirrored in the Tenancy. She had in the past asked for repairs and, once completed, just complained about other issues that she had not raised before. An attempt to use the Safe Deposit Scotland resolution process had failed due to the Respondent's failure to respond to SDS.

- b. The Applicant further stated that the Respondent's complaints were not always borne out when inspected, and reference was made to the documents lodged from their contractor's recent investigations where the plumber had found no material issue stopping the bath being used, and that two of the four hob rings had still been working (albeit the cooker did need replaced).
 - c. The Applicant further implied that the Respondent's actions and complaints were not entirely in good faith. Reference was made to the lack of any mention of issues with the cooker in the June 2023 inspection report, and that the Respondent had declined to agree to the rent element of her benefits being paid direct to the Applicant.
15. The Respondent sought a further continued CMD so as to seek legal advice, and lodge further documentation.
16. No motion for expenses was made. We noted there was no contractual rate of interest in the Tenancy Agreement but the Applicant's agent sought judicial interest of 8% from the date of any order.

Findings in Fact

17. By written lease between the parties, the Respondent was to make payment of £625 per month in rent in advance to the Applicant.
18. As of 16 May 2015, the Respondent was in rent arrears of £21,878.88 for the period to that date.
19. The Respondent provided no evidence of payment of any part of the said unpaid rent due to 16 May 2015 of £21,878.88.

Reasons for Decision

20. The application was in terms of rule 70, being an order for civil proceedings in relation to assured tenancies.
21. The rent statement provided was detailed and we were satisfied with the evidence provided by the Applicant and noted the Respondent agreed with the arithmetic.
22. We were satisfied, on the basis of the application and supporting papers, and further submissions at the CMD, that rent arrears in the figure of £21,878.88 were outstanding for the period to 16 May 2025 and still outstanding at the date of the CMD. The questions before us were whether there was a valid retention of rent or potential abatement of rent due to wants of repair, or whether we should continue the application to allow the Respondent further time to provide evidence and seek legal advice.
23. In respect of the latter question, we declined to provide further time, as ample time had been provided thus far and a deadline for further documentation had

passed without documentation being lodged. We were not satisfied that the Respondent should be afforded yet further time.

24. In respect of the former questions, the Respondent has confirmed that the repairs have been materially undertaken. If there was a right to retention, the Respondent has provided no evidence that she had advised the Applicant that rent was being withheld prior to the raising of this application, and in any case the right to retain has now ceased. We decline to consider whether there should be an abatement of rent, due to the lack of documentation vouching such a claim. The Respondent, if she believes she has a claim for damages or abatement, may raise a separate claim. Her right to do so is not affected by an order for payment being granted at this time, but it is reasonable to bring this application to a conclusion.
25. In all the circumstances, we were thus satisfied that the necessary level of evidence for such civil proceedings on the sum of £21,878.88 had been provided. The Procedure Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal and we were satisfied to make a decision at the CMD to award the sum of £21,878.88 against the Respondent, with interest at the judicial rate of 8% against this sum, with interest from today's date.
26. We note that this sum relates to rent due through to 16 May 2025 and the Applicant thus preserves her position in regard to any further claim under the lease against the Respondent.

Decision

27. In all the circumstances, we were satisfied to make the decision to grant an order against the Respondent for payment of the sum of £21,878.88 with interest at 8% per annum 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.

Joel Conn

10 October 2025

Legal Member/Chair

Date