

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 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/24/3226

Re: Property at 1E Cocklerow Bank, Edinburgh, EH22 1FP (“the Property”)

Parties:

PFPC MMR 1 LP, 1 Hay Aynue, Edinburgh, EH16 4RW (“the Applicant”)

Ms Natalia Carlisle, 1E Cocklerow Bank, Edinburgh, EH22 1FP (“the Respondent”)

Tribunal Members:

Sarah O'Neill (Legal Member) and David Fotheringham (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent of the sum of £1583.98 should be granted in favour of the Applicant.

Background

1. An application was received from the Applicant’s solicitor on 16 July 2024 seeking a payment order in terms of rule 111 (Application for civil proceedings in relation to a private residential tenancy) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). The Applicant sought an order for payment of £5149.31 in respect of rent arrears which were alleged to be due by the Respondent to the Applicant, plus interest at 4% from the date of decision.
2. The Applicant also made an application (reference no: FTS/HPC/EV/24/3227) under Rule 109 of the 2017 rules seeking recovery of the property under Ground 12 (rent arrears).
3. Attached to the application form were:

- (i) Copy Private Residential Tenancy Agreement between the parties which commenced on 6 June 2022.
 - (ii) Rent statement showing the Respondent's outstanding rent arrears to be £5149.31 as at 8 July 2024.
4. The application was accepted on 6 August 2024.

The first case management discussion

5. A case management discussion (CMD) took place by teleconference call on 17 December 2024. Mr Kenneth Caldwell of Patten and Prentice Solicitors represented the Applicant. The Respondent was present on the teleconference call and represented herself.
6. The Respondent said she had had a difficult past couple of years, having separated from her partner. She was a single parent with a 6 year old son, and had previously had childcare issues, which had meant she was unable to work full time. Her son was now at a local school and she was now working full time. She was now in a more stable position and is therefore able to pay towards the arrears.
7. She had agreed a payment plan with Touchstone (the Applicant's agent) and was trying hard to pay more than the agreed minimum of £150 per month, to reduce the arrears. She said that she planned to pay £300-£400 a month towards the arrears from January 2025 onwards.
8. The Tribunal noted that the Respondent's situation had stabilised, and that she had made significant efforts to repay the arrears in recent months. The arrears were now almost £3000 less than they had been in early July 2024, despite a recent, if modest, rent increase. The Tribunal decided that in all the circumstances, it would be reasonable to adjourn the CMD to a later date.

The second case management discussion

9. A second CMD took place by teleconference call on 2 June 2025. Mr Caldwell and the Respondent were again present on the call. Mr Caldwell noted that the Respondent had paid her rent in full each month since the first CMD, but had not made regular payments of £150 towards the arrears.
10. She had, however, made two payments towards the arrears in March totalling £1050. This amounted to more than the £900 which would have been paid during the previous 6 months, had she paid £150 per month.

11. The Respondent told the Tribunal that she had a baby on 4 February 2025. She had gone on maternity leave in mid-January and there had been an issue with the payment of her maternity pay. This was why she had not paid £150 per month in the early months of the year. The problem had now been resolved, and she was now back on track with her payments. She said that she had sent an email to an employee of Touchstone to let them know about the problem, but had since discovered that he no longer worked there.
12. The Respondent said that while her income was now reduced until she was due to return to work in October, she was in a position to keep paying her rent plus the agreed £150 per month. She would pay more than this if she was able to do so, as she was keen to reduce the arrears as quickly as possible.
13. The Tribunal decided, given the Respondent's changed circumstances and the payments which she had made towards the arrears, to again adjourn the CMD in respect of both applications.

The third case management discussion

14. A third CMD took place by teleconference call on 9 September 2025. The Applicant was again represented by Mr Caldwell. The Respondent was not present or represented on the teleconference call. The Tribunal clerk attempted to call the Respondent several times, but was unable to get through to her.
15. The Tribunal noted that the Respondent had been present at the two previous CMDs. It noted that at the previous CMD, she had made clear that she was very keen to ensure that she and her children could remain in the property. The Tribunal was also aware from the most recent updated rent statement submitted by Mr Caldwell that the Respondent had been continuing to pay her rent, as well as additional payments towards the arrears, although these had been somewhat erratic.
16. The Tribunal was not satisfied that the requirements of rule 17 (2) of the 2017 rules regarding the giving of reasonable notice of the date and time of a CMD had been duly complied with. It therefore decided that, in the interests of fairness and bearing in mind the overriding objective, the CMD should be postponed to a later date to give the Respondent the opportunity to attend. The Tribunal noted that the CMD had now been adjourned three times, and that it intended to make a final decision on both applications at the next CMD.

The fourth case management discussion

17. The adjourned CMD was arranged for 10 November 2025. An updated rent statement was received from Mr Caldwell on 4 November 2025.

18. The CMD took place by teleconference call on 10 November 2025 to consider both the present application and the accompanying eviction application. Mr Caldwell represented the Applicant. The Respondent was present on the teleconference call and represented herself. She confirmed that she had not received the notification of the previous CMD on 9 September 2025.

The Applicant's submissions

19. Mr Caldwell asked the Tribunal to make a payment order for £2606.87 in respect of the sum outstanding as at the date of the CMD. He noted that this sum included the November rent, and that the Respondent has tended to pay the rent towards the end of the month.

20. Mr Caldwell asked the Tribunal to grant interest on the sum due at a rate of 4% from the date of the decision. He noted that there was no contractual provision for such interest to be paid.

The Respondent's submissions

21. The Respondent did not dispute that she was due to pay the sum sought. She indicated her intention to continue making repayments of £150 per month as agreed with the Applicant towards the outstanding arrears. She said that she was now back at work and was able to keep up both her monthly rent and the regular repayments towards her outstanding rent arrears. She is paid on the 29th of each month and pays the rent and the agreed payment toward her arrears each month after she is paid, and will continue to do so.

Findings in fact

22. The Tribunal made the following findings in fact:

- The Applicant owns the property and is the registered landlord for the property.
- There is a private residential tenancy in place between the parties, which commenced on 6 June 2022.
- The rent payable under the tenancy is currently £872.89 per calendar month, payable in advance on the first of each month.
- The Respondent agreed a payment plan with the Applicant to repay the arrears at £150 per month.
- The Applicant's solicitor had contacted the Respondent regarding the outstanding rent arrears prior to making the application, in its pre-action requirements letters dated 8 December 2023 and 15 July 2024.

- As at the date of the fourth CMD, the Respondent owed £2606.87 to the Appellant, including the rent for November 2025.

Reasons for decision

23. The Tribunal considered that in the circumstances, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties. It therefore proceeded to make a decision at the CMD without a hearing in terms of rules 17(4) and 18 (1) (a) of the 2017 rules.
24. The Tribunal note that the Respondent admitted the sum owed. She had not made an application for a time to pay direction, but had entered into a repayment agreement with the Applicant. Mr Caldwell told the Tribunal that the Applicant would not take enforcement action with regard to any payment order granted so long as the Respondent continued to stick to the repayment agreement.
25. The Tribunal noted that for some months, the Respondent had established a pattern of payments under which she pays the rent together with a payment of £150 towards the arrears towards the end of the month. She told the Tribunal that she is paid on the 29th of each month, and pays the rent and the agreed payment toward her arrears each month after she is paid. She indicated that she will continue to do so.
26. The Tribunal therefore took the view that any payment order made should take account of this. While the rent is due under the tenancy agreement on the 1st of the month, the Applicant has not raised any concerns that the Respondent's monthly payments have regularly been paid later in the month. The Tribunal therefore decided not to include the sum due for November's rent or the upcoming November payment of £150 towards the arrears in the payment order.
27. The Tribunal then considered Mr Caldwell's request for interest to be granted on the sum due at a rate of 4% from the date of the decision. It noted that the Respondent had been given fair notice that interest was being claimed. Having taken into account the Respondent's current circumstances, her ability to pay and the level of arrears, however, the Tribunal did not consider that it would be reasonable to grant interest in terms of rule 41A (2) of the 2017 rules. It therefore declined to include interest in the order for payment.
28. On the basis of all the evidence before it, the Tribunal was satisfied that the Respondent owed the Applicant £1583.98 in rent arrears (being the balance remaining after deducting the November rent payment of £872.89 and the £150

payment towards the arrears from £2606.87) as at the date of the fourth CMD on 10 November 2025.

Decision

The Tribunal grants an order for payment by the Respondent to the Applicant for the sum of £1583.98.

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.

Sarah O'Neill

Legal Member/Chair

10 November 2025

Date