



Decision 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/24/4452

Re: Property at 92 King Street, Falkirk, FK2 9AL (“the Property”)

Parties:

Mr Robert R Veitch, 41 Blinkbonny Road, Falkirk, FK1 5BY (“the Applicant”)

Mr Stuart Pierson, 92 King Street, Falkirk, FK2 9AL (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member) and Ahsan Khan (Ordinary Member)

Decision (in absence of the Applicant and the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £10,796.03 (TEN THOUSAND SEVEN HUNDRED AND NINTY SIX POUNDS AND THREE PENCE) with interest 4% per annum from the date of this decision, namely 1st December 2025.

Background

1. An application was received by the Housing and Property Chamber dated 23rd September 2024. The application was submitted under Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments which meant arrears accrued. The application sought a payment for £4372.75 plus interest at 8% per annum.
2. On 1st March 2025, all parties were written to with the date for the Case Management Discussion (“CMD”) of 8th May 2025 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 22nd March 2025.

3. On 4th March 2025, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent by letterbox service. This was evidenced by Certificate of Intimation dated 4th March 2025.
4. On 11th April 2025 the Applicant's representative emailed the Housing and Property Chamber requesting that the sum of the arrears be amended to £9078. Attached with this email was a rent account for the period 21st October 2021 to 1st April 2025.
5. On 22nd April, the Respondent emailed the Housing and Property Chamber attaching a Pre Action Requirements letter dated 22nd April 2025 which he had received from the letting agent.
6. The case was conjoined with case FTS/HPC/EV/24/4454.

The Case Management Discussion

7. A CMD was held on 8th May 2025 at 2pm by teleconferencing. The Applicant was present and was represented by Ms Simone Callaghan. Ms Xiaoping Wang, the Applicant's wife, was present for moral support but took no part in the CMD. Ms Anne Johnson, the Applicant's letting agent, was also present but took no part in the CMD. The Respondent was present and represented himself.
8. Ms Callaghan also said that there are arrears of £9078 on the Property's rent account. The Respondent did not dispute that this amount has accrued through him not paying his ongoing rent charge. However, he does dispute that this is all due to the Applicant as he had to take 7 days off from his work to allow contractors to come to the Property to undertake repairs. For 6 of those days the contractors did not show. The Respondent had calculated that the arrears that he was required to pay was £2500. This was to take into account the deduction of the loss of earnings for each day when the contractor did not arrive to undertake the works and for a late payment fee for each day that he had lost earnings. The Tribunal was not clear on what legal ground that he had to claim a late payment fee. It noted that vouching would need to be provided to evidence his lost off earnings. The Respondent said that he would be able to provide this. He said that he has had discussions with the Applicant in the past regarding a settlement. The Tribunal offered parties a brief adjournment to discuss any possible agreement. After the adjournment both parties confirmed that they had not reached a settlement. As matters are in dispute the Tribunal is bound to proceed to a hearing. The purpose of the hearing is for parties to provide evidence to support their position. Parties are not excluded from negotiating if a settlement can be considered. Ms Callaghan said that she would assist with the negotiating process.
9. The CMD was continued to a hearing to allow for parties to evidence their position on whether the arrears sought are due to the Applicant. A direction will be issued and required to be complied with.

The hearing

10. A hearing was held on 27th October 2025 at 10am by teleconferencing. The Applicant was present and represented himself. Ms Xiaoping Wang, the Applicant's wife, was present for moral support and assisted the Applicant when he felt that he was not able to express himself. The Respondent was present and represented himself. Mr Blair Gordon was present to take notes and support the Respondent.
11. The Respondent did not lodge a response to the direction dated 8th May 2025. He believed that the documentation should have been lodged by 24th June 2025 then realised that it was due to be lodged on 14th June 2025. The Respondent said that he had raised a clerical error with the Housing and Property Chamber, whereby the Direction incorrectly referred to 2028 rather than 2025. He asked if he could still lodge the direction response. He did not receive a response to that letter. As a consequence, he did not lodge his direction response. The Tribunal did not know why he had not received a reply. The Tribunal asked if he had considered contacting again or telephoning to confirm the position. He said he had not as it was for the Housing and Property Chamber to contact him. The Tribunal asked if he was in a position at the date of his email to the Housing and Property Chamber to lodge his response to the direction. He said that he potentially was but also potentially was not. He was not able to confirm the details at that time. He did not remember being held up at that point waiting for further documentation. He said that he has the response ready to lodge now. It is between 30 – 40 pages long. It includes reference to appropriate legislation and regulations, loss of wages, information received regarding companies and details of injuries to his child which resulted from the tenancy. The Tribunal asked if he was able to send it in while it adjourned to consider the position. The Respondent said that it could be lodged later in the day as he would need to go to his local library to scan it. The Applicant noted that the Respondent will have had copies of the emails which he had sent stating that there had been no response to the direction so would have been aware of the dates. The Tribunal adjourned to discuss this point. When the hearing reconvened, the Tribunal noted that it would hear evidence in terms of the rent arrears and what grounds the Respondent had not to pay them. The Tribunal would then adjourn to allow the submission and any response which the Applicant may then submit. The Tribunal would make its decision based on the evidence heard and as supported or otherwise by the papers to be lodged. Both parties agreed to the application proceeding on this basis.
12. The Tribunal noted that there had been an amendment request made by the Applicant on 3rd October 2025 in that it was requested that the amount sought be amended to £11236.23. This included fees which the Applicant had added to the end of tenancy arrears (£10,796.03) as a result of undertaking the eviction of the Respondent. The Tribunal did not consider it appropriate to consider expenses. This is not an amendment consistent with the overriding objective in Rule 2, which concerns the purpose of the Tribunal, nor with Rule 40, which provides that expenses may only be awarded where a party has acted unreasonably. In this case, the Tribunal was not satisfied that the

Applicant had demonstrated that the Respondent had caused unnecessary or unreasonable expense.

13. This did not appear to be the situation here as the costs claimed were standard costs. The Tribunal was not minded to grant this. However, it would amend the application to £10,796.03 which is the full amount of rent arrears for the tenancy. Mrs Wang said that they will consider a further application in terms of the expenses.
14. The Tribunal asked the Respondent what his position was in terms of the arrears. He said that he disputed the arrears. He said that he accepted that there had been missed payments. He did not accept that he owed the full amount of the rent arrears. He said that he had not scrutinised the full rent statement but disputed the interest applied. The Tribunal noted that there did not appear to be interest applied. Interest is addressed by the Tribunal at the point of the decision and is applicable from that date. The Respondent noted this. The Respondent said that while he did not dispute the rent account payments, he did not want to make full admissions as this would weaken his position. He accepted that he had not paid all of his rent but he felt that was for good reason.
15. The Respondent said that he had not paid his rent for three reasons. Firstly the Property was not certified; secondly, the Property was unsafe; and thirdly, contractors failed to attend the property as arranged resulting in loss of earnings.
16. In terms of the Property not being certified, the Respondent said that the Property did not have the appropriate fire and heat alarms together with the appropriate documentation. He said that he had notified the Applicant and/or their agent of this matter. It was not resolved from January 2024 until the end of August 2024. Initially the fire alarm system was replaced but it did not work. A new system was put in place which resolved the issue. The Respondent said at first that he had withheld his rent but accepted that was not his position as he did not intend to withhold any rent then pay it over to the Applicant once the issue was resolved. It is his opinion that he does not need to pay any rent when the Property did not meet the standard to have the appropriate certification. When the Tribunal asked his legal basis for this he said that the Tribunal should know the law and he did not have that information to hand. The Tribunal asked if this would be in his Direction response. He said that it would be.
17. In response the Applicant replied that the fire alarms were fully dealt with by an electrician in May 2024. The Respondent was not satisfied with the work so a further electrician was sent out in June 2024. Certification was provided to the Respondent on 5th July 2024. The Applicant said that the Respondent was still not content with this certification at that point.
18. The second point raised was that the Property was unsafe. This is in reference to the decking which was in the garden. The decking had rail around it but the rail was not secure. The Respondent's daughter, who was then around 4 years old had run on the decking and fallen. This caused her to have cuts and

bruising. She did not need to go to hospital. The Respondent had offered to repair the decking but this was refused by the Applicant and/or his agents. The Respondent said that he had two joiners look at it and offered for one of the joiners to meet the Applicant. This was refused. Eventually the decking was taken away around the end of September 2024. The Tribunal asked why, after this point, he did not pay the ongoing rent charge. The Respondent said that it was because the relationship had broken down. The Tribunal highlighted that he still had an ongoing legal obligation to pay the rent. The Respondent said that he was so frustrated that he did not pay the rent charge from then on.

19. The Applicant said that the Respondent first reported the decking on 6th July 2024. The Applicant and/or their agents had enquired after the Respondent's daughter but heard nothing further. It was noted that the Respondent had lived in the Property for two years before reporting the issue with the decking. The decking was removed by the Applicant at the end of November 2024 after a lot of negotiating with the Respondent.
20. The third point that he raised related to the contractors used by the Applicant. When waiting for the fire alarms to be resolved he had to take seven days off work before the work was completed. It was not until the seventh day that the contractors attended to undertake the works. He does not consider this satisfactory and believes that he should be able to offset his loss of wages and potential overtime against the rent due.
21. The Applicant said that this was not an issue for him. The Respondent liaised with the contractors directly to make the appointments. A contractor had attended to undertake the EICR but it took him three months to return to do it and provide the certification.
22. The Tribunal said that the next stage would be for the Respondent to lodge his response to the direction no later than close of business on 4th November 2025. The Tribunal will not accept any late lodging of papers. The Respondent noted this date and will ensure that it is lodged by that date. The Tribunal wishes to be addressed in these written submissions on the Respondent's legal basis for failing to pay rent, given that he has confirmed he was not withholding it. The Applicant will have 14 days from receipt of the Respondent's documents to lodge any further submissions. After this period, has ended the Tribunal will meet and discuss the papers. Parties will not be in attendance as discussed earlier. The Tribunal noted that the relationship is an acrimonious one. However, this is a judicial process and the Tribunal is tasked to decide if the unpaid rent arrears are due or not to the Applicant.
23. The hearing was adjourned to allow it to be determined by its papers. The Respondent is to lodge his response to the direction dated 8th May 2025 no later than close of business on 4th November 2025. The Applicants will have 14 days from receipt of that direction response to lodge their own response to it if he wishes to do so. The Tribunal will issue a written decision as soon as it is able to meet after the timeline has been completed.

The reconvened hearing

24. The Tribunal Members met by teleconference on 1st December 2025, in the absence of the parties, to reconvene the adjourned hearing and consider any written submissions lodged following the previous hearing, in accordance with the parties' agreement.
25. The Tribunal noted that there had been no submission lodged by the Respondent to support his position. This in turn had meant that there had been no further response lodged by the Applicant as the Applicant was to respond to the Respondent's submission. The Respondent had been adamant at the calling of the hearing that he would lodge supporting a legal argument as to why he was entitled not to pay his rent for the period that he was in the tenancy. He told the Tribunal on that date that he had the information in front of him which he would scan that day and send to the Housing and Property Chamber. The lack of this information being produced left the Tribunal with only what it had at the start of the hearing in October and the Applicant's and Respondent's oral evidence.
26. The Tribunal found that the Applicant gave his evidence in a clear and straightforward manner. By contrast, the Tribunal did not find the Respondent's oral evidence to be credible and his failure to provide the required written submissions further undermined his credibility. He failed to provide this material at the initial CMD, did not respond to the Direction dated 8th May 2025 and again failed to address these matters at the hearing on 27th October 2025. The hearing was adjourned specifically to give the Respondent one final opportunity to submit the written evidence and legal submissions. Despite this, he again failed to do so.
27. Having considered the clear and consistent evidence provided by the Applicant together with the Respondent's admitted failure to pay rent and the Tribunal's concerns regarding the reliability of his evidence, the Tribunal was satisfied that the full amount of arrears claimed was due. It therefore made an award for £10,796.03, together with interest at 4 % per annum. The rate of interest is a matter of judicial discretion, and the Tribunal considered 4% per annum to be fair, reasonable and proportionate in the circumstances.

Findings and reason for decision

28. A Private Rented Tenancy Agreement commenced 21st October 2021. The tenancy ended on or around 24th July 2025.
29. The Respondent persistently failed to pay his rent charge of initially £550 per month then latterly £616 per month. The rent payments are due to be paid on the first day of each month.

30. The Respondent admitted the arrears but claimed that he had reason for not paying his full rent. This reason was not substantiated as directed by the Tribunal's direction dated 8th May 2025.

31. The arrears sought total £10,796.03.

Decision

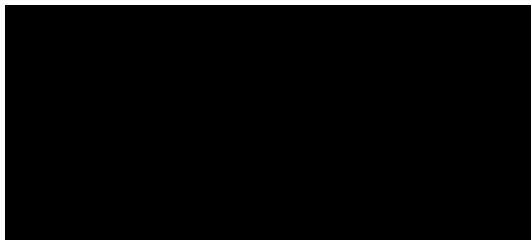
32. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £10,796.03.

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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.



1st December 2025

Legal Member/Chair

Date
