

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/24/3368

Re: Property at 6 Cheviot Place, Bellfield, Kilmarnock, KA1 3RX (“the Property”)

Parties:

Mr Michael Cairns, 2 Munro Avenue, Kilmarnock, KA1 2JY (“the Applicant”)

Mr Ryan Logie, Ms Lorna Watson, 55 Rathlin Avenue, Kilmarnock, KA1 4NH (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Applicant and the Respondent)

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

Background

1. This is an application in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Applicant is seeking an order for payment of the sum of £755.90 plus interest at 4% above base rate per annum in terms of s16 of the Housing (Scotland) Act 2014.
2. On 15th March 2025, all parties were written to with the date for the Case Management Discussion (“CMD”) of 19th May 2025 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 5th April 2025.
3. On 27th March 2025, sheriff officers served the letter with notice of the hearing date and documentation upon the Respondents by leaving the documents with

a resident male who refused to give his name. This was evidenced by Certificate of Intimation dated 27th March 2025.

4. On 23rd April 2023 the Applicant emailed the Housing and Property Chamber requesting that the date be postponed as he was on holiday in Spain (teleconferences cannot be undertaken from another country without the permission of that country allowing the person to give evidence).
5. On 4th July 2025, all parties were written to with the date for the Case Management Discussion ("CMD") of 19th August 2025 at 2pm by teleconferencing.

Case Management Discussion

6. A CMD was held on 19th August 2025 at 2pm by teleconferencing. The Applicant was present and represented himself. Mrs Elizabeth Cairns, the Applicants, wife was present as support. The Respondents were both present. The Second Named Respondent, Ms Watson, spoke on behalf of both the Respondents.
7. The Applicant said that he had received a set of keys to the Property on 8th April 2024. He texted Mr Logie to confirm that the Property was now vacated. The Applicant did receive a reply from the Respondent confirming the tenancy had ended but then this text message was recalled. The Applicant did not know if this meant that the Respondents had left the Property or not as only one set of keys had been put through his door. Mr Logie had texted him back but did not confirm this until 10th April 2024 and asked that the Applicant not contact him again. The Applicant considered the tenancy to end on 10th April 2024 after this text message. The Applicant had not wanted to enter the Property until he had confirmation of the termination of the tenancy on the advice of sheriff officers. No rent was paid for February or March 2024. He is seeking £755.90 which is for the outstanding rent for February and March 2024 plus the outstanding amount for 10 days in April which was not paid.
8. Ms Watson said that she admitted the debt to the extend of £575. She disputes that any amount is due for April 2024. The keys were returned though the Applicant's letterbox on 1st April 2024. Ms Watson said that due to the acrimonious relationship that she had with the Applicant she had her adult son return the keys. She got the keys to her current property on 27th March 2024. Ms Watson told the Tribunal that she did not give notice to the Applicant prior to leaving the Property. The Tribunal noted that the lease specifically states that notice is required. Ms Watson said that she did not think that was necessary due to the eviction notice. It was the view of the Tribunal that this was not the case and that notice should have been given. This in turn means that the Applicant was entitled to the outstanding amount until he was able to take occupation of the Property. Ms Watson conceded this point.

9. In terms of the interest, the Tribunal noted that this was a contractual term of the lease. This means that 8% interest will be added to the outstanding sum from the date of the decision.
10. As the amount outstanding is not disputed, the Tribunal discussed if the Respondents had considered a Time To Pay direction. A discussion followed regarding a Time To Pay Direction ("TTPD"). It was explained that this would allow the Respondents to pay up the outstanding arrears. The Tribunal noted that the Respondents will need to be active in applying for the TTPD. The Respondents will need to contact the Housing and Property Chamber to request that a TTPD be sent to them. If they are looking to seek money advice to help them complete the TTPD then this appointment will need to be made and attended in advance of the next CMD so that the Applicant can consider the contents of the TTPD. Once the TTPD has been completed it will need to be lodged with the Housing and Property Chamber. The Applicant and Tribunal will then be sent a copy of it. If the Applicant agrees to the amount offered then the case will be dealt with administratively and will not proceed to the CMD. If the amount offered is not accepted by the Applicant, then the case will proceed to the CMD. The Tribunal noted that a TTPD allows for the outstanding amount to be paid in instalments. Should those instalments stop before the debt is repaid then the Applicant is entitled to a full order for the remaining amount. The Tribunal also noted that should the Respondent decide not to proceed with a TTPD it will be most likely that at the next CMD the Tribunal will grant the full order as the debt has been admitted. The Respondent understood these points. The Respondents are willing to look at lodging a TTPD and will get money advice. Adjourned to a further CMD to allow for a TTPD to be lodged by the Respondent and considered by the Applicant.
11. A Time to Pay Direction was received by the Housing and Property Chamber on 23rd October 2025. This included an offer of payment of £85 per month.
12. The Applicant submitted a response to the Time to Pay Direction on 26th October 2025. This accepted the proposed payment rate of £85 per month.
13. The Tribunal dispensed with the requirement for a Case Management Discussion on the basis that parties were in agreement. The Tribunal issued an order accordingly.

Decision

14. The Applicant is entitled to an order of payment of £755.90 by the Respondent at £85 per month as per the Time to Pay Direction. The Order was granted against the Respondent.

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.

Gabrielle Miller

24th November 2025

Legal Member/Chair

Date