

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision 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/25/0215

Re: Property at 14 Millbrix Avenue, Glasgow, G14 0EP (“the Property”)

Parties:

Mr Edward Allan, Mrs Linda Allan, 31 Vanguard Street, Clydebank, G81 2NZ (“the Applicants”)

Miss Meghan Gallagher, 14 Millbrix Avenue, Glasgow, G14 0EP (“the Respondent”)

Tribunal Members:

Sarah O'Neill (Legal Member), David Fotheringham (Ordinary Member) and Elaine Paton (Legal Member [Observer])

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 £10382.51 should be granted in favour of the Applicants.

Background

1. An application was received from the Applicants' solicitor on 20 January 2025 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 Applicants sought an order for payment of £6456.02 in respect of rent arrears which were alleged to be due by the Respondent, plus interest at 8% percent per annum.
2. The Applicants also made an eviction application (reference no: FTS/HPC/EV/25/0213) under rule 109 of the 2017 rules.
3. Attached to the application form were:

- (i) Copy tenancy agreement between the first named Applicant, Edward Allan, and the Respondent, which stated that it commenced on 1 December 2013 and purported to be signed by the parties on 22 December 2023.
 - (ii) Copy rent statement showing the Respondent's outstanding rent arrears to be £6465.02 as at 26 December 2024.
- 4. The application was accepted on 18 March 2025.
- 5. No written representations or time to pay application were received from the Respondent prior to the case management discussion (CMD) on 29 July 2025.

The case management discussion

- 6. A CMD took place by teleconference call on 29 July 2025 to discuss both the present application and the conjoined eviction application. The Applicants were represented by Miss Simone Callaghan of TC Young solicitors. The Respondent was present on the call and represented herself. She was accompanied by a supporter, Mrs Elizabeth Healy.
- 7. The Respondent stated that she wished to oppose both applications. She said that she had never been in rent arrears until there was an issue with the lack of a written tenancy agreement. She works part time and her rent is paid through universal credit. She had been asked for proof of her tenancy agreement by the DWP, and had contacted Mr Allan asking for this. He did not respond for a long time, and then eventually gave her a tenancy agreement which he had found online. The DWP said that this was not sufficient.
- 8. She had then gone back to Mr Allan asking again for a proper written tenancy agreement. Due to the delay, she had got into rent arrears, as payment for her housing costs had stopped. She said that she did not take responsibility for the rent arrears, as they were the result of Mr Allan's failure to provide her with an appropriate tenancy agreement.
- 9. The Respondent said that when she provided the tenancy agreement to the DWP, her universal credit was backdated, but only for a certain period. She received several payments of backdated benefit, which she paid to Mr Allan. She was unclear as to the dates and amounts involved, saying that she had a lot of other things going on at the same time. She said that Mr Allan had previously taken her bank card and had been taking money out every month for the rent. She denied that she owed the arrears claimed, and said that she had made a number of payments towards the rent.

10. The Tribunal noted that the Respondent wished to oppose both of the applications. There was clearly a dispute as to the facts of the case. The Tribunal therefore decided to fix an evidential hearing on both applications.
11. The Tribunal also issued a direction to the parties on 29 July 2025, directing them to provide further information by 27 October 2025. A response was received from the Applicants' solicitor on 27 October 2025. No response was received from the Respondent.
12. On 10 October 2025, an application to amend the sum sought to £12315.05 was received from the Applicant's solicitor, along with an updated rent statement showing this sum to be due as at 26 September 2025.

The hearing

13. A hearing was held at Glasgow Tribunals Centre on 10 November 2025 to consider the present application and the accompanying eviction application. The first Applicant, Mr Allan, was present at the hearing and was represented by Mrs Claire Mullen of TC Young solicitors. The Respondent was present at the hearing and was again accompanied by Mrs Elizabeth Healy as a supporter. Mrs Healy left before the end of the hearing.

Preliminary issue

14. Mrs Mullen referred to the inventory of productions which she had submitted to the Tribunal on 27 October 2025. These had been sent to the Respondent by the Tribunal on 29 October. The Respondent said that she had not received these. The Tribunal therefore adjourned the hearing briefly to allow her to read these.

Issues before the Tribunal

15. The issues before the Tribunal were:
 1. Whether the Respondent owes the Applicants outstanding rent arrears.
 2. If so, how much is owed by the Respondent to the Applicants.

Submissions on behalf of the Applicants

16. Mrs Mullen asked the Tribunal to make a payment order for the sum of £12315.05, being the amount of arrears alleged to be outstanding as at the date of the hearing. The updated rent statement produced by the Applicants showed that the Respondent owed this amount in rent as at 26 September 2025.

17. The Tribunal noted that the Applicants had made a request to amend the application from the initial sum of £6456.02 to £12315.05, which had been notified to both the Tribunal and the Respondent at least 14 days before the CMD, as required by rule 14A of the 2017 rules.
18. Mrs Mullen explained that the tenancy agreement before the Tribunal was a reproduction of the original tenancy agreement which the parties had entered into on 1 December 2013. They had given the signed tenancy agreement to the benefits authorities at the time to support the Respondent's claim for housing benefit, and neither party had kept a copy. The rent had been £650 per month ever since the tenancy began.
19. Mr Allan told the Tribunal that the Respondent had been in receipt of housing benefit since the start of her tenancy, which she had then paid to him in rent each month. Each year, she had missed at least one rental payment, sometimes two. When he had asked the Respondent about this, she had always said that there was an issue with her benefits. He now felt that he should have made more efforts to pursue her regarding these missed payments.
20. The Respondent had missed a rental payment which was due on 26 December 2023 and also the rent for the following month. He had contacted her regarding the missed payments. She said that she had been asked to provide a tenancy agreement by the DWP, and that her benefits had been stopped because she had not produced this. When she told him this, he had tried to put a new tenancy agreement in place as quickly as possible. He had downloaded a tenancy agreement and he and the Respondent had tried to replicate the terms of the original agreement to allow her benefits to be restarted. He had taken the tenancy agreement to the property and they had both signed it on 22 December 2023.
21. No rent had been paid by the Respondent between December 2023 and July 2024. The updated rent statement which had been submitted on 27 October 2025 showed that a payment of £325 had been made on 9 August 2024, followed by a further payment of £1009.98 on 24 August 2024. Mr Allan said that he believed these payments were backdated payments from universal credit. He strongly denied that he had taken the Respondent's bank card as she had alleged. When the Respondent had paid the rent, it was paid by bank transfer directly from her account. He said that he believed that she had been keeping the money received from universal credit, rather than paying it to him.
22. Mrs Mullen told the Tribunal that the Respondent was personally liable to pay the rent under the tenancy agreement, regardless of whether she paid it herself or received Universal Credit to pay her housing costs. She pointed out that the

Respondent had produced no written evidence with regard to the alleged issues with her universal credit claim, despite having been directed to do so by the Tribunal.

23. Mrs Mullen also asked the Tribunal to award interest on the sum owed at 8%, as provided for at clause 5 of the tenancy agreement dated 22 December 2023. She conceded, however, that what, if any, provisions the original tenancy agreement which the parties had entered into on 1 December 2013 had made with regard to interest, were unknown.

Submissions by the Respondent

24. The Respondent said that she accepted that she owed the rent due after 6 September 2024 to date. She said that she had stopped her universal credit claim because she did not believe that Mr Allan deserved the money.
25. She denied, however, that she owed any arrears for the period between December 2023 and July 2024. She said that in 2023, she had been contacted by the DWP asking her for a tenancy agreement. She had asked Mr Allan for a tenancy agreement but he did not produce this. He was harassing her to pay the rent while she was wondering where the tenancy agreement was. She had to wait so long for him to produce this that her claim was stopped. Universal Credit said that what she had given them was not a proper tenancy agreement and had pages missing. She had also lost out financially during this time as the child element of her universal credit had also been stopped. She had not seen the tenancy agreement of 22 December 2023 until she got the pre-action letter from TC Young, to which a copy of the agreement was attached.
26. She had then made a new claim for universal credit in around June 2024. She was paid two backdated payments in August 2024. Her benefits could only be backdated to the start of her new claim.
27. The Respondent had made a payment of £650 on 9 September 2024. She said that she had then cancelled her claim because Mr Allan intended to evict her, and she did not think he deserved to receive the money. Her position was that she was not liable for the arrears due for the period between 26 December 2023 and 26 July 2024. These had been caused by the Applicants' failure to provide her with an acceptable written tenancy agreement.
28. The Tribunal noted that the Respondent had not provided any paperwork regarding her universal credit claim. In its direction of 29 July, the Tribunal had directed the Respondent to provide as much further information and written evidence as possible about the issues which she experienced with her universal

credit housing payments. This included evidence that she was asked to provide a written tenancy agreement, evidence of her attempts to obtain this from the Applicants, and the dates when her universal credit was stopped, when it started again and the period for which it was backdated.

29. The Respondent said that she could not obtain information from the DWP because her previous claim had been terminated, and they could not reopen an old claim.
30. The Tribunal also noted that it had suggested at the CMD that the Respondent may wish to seek advice regarding the application. She said that she had contacted the CAB but had been unable to get an appointment.
31. The Respondent also said that she should not have paid Mr Allan rent because various repairs needed to be carried out at the property. She had not taken advice about this but had just put up with it.
32. The Respondent did not object to the amendment request to increase the sum claimed to £12315.05.

Findings in fact

33. The Tribunal made the following findings in fact:

- The Applicants are the owners and registered landlords of the property.
- There is an assured tenancy agreement between the second Applicant, Mr Edward Allan, and the Respondent which commenced on or around either 1 December 2012 or 1 December 2013.
- The first applicant, Mrs Linda Allan, confirmed in writing on 27 October 2025 that she was aware of and concurred with the tribunal proceedings.
- The rent payable under the tenancy has been £650 per month since its commencement.
- The Respondent has been in rent arrears continuously since 26 December 2023.
- The Respondent made no rent payments for the months from December 2023 until July 2024.
- A payment of £325 was made on 9 August 2024, followed by a further payment of £1009.98 on 24 August 2024.
- One further rental payment of £650 was made by the Respondent on 9 September 2024.
- No further rent payments had been made since that date.
- The Respondent cancelled her claim for universal credit housing costs in around September 2024.

- The Applicants' solicitor sent the Respondent a pre-action letter dated 21 June 2024, with a copy of the tenancy agreement of 22 December 2023 appended to it.
- As at the date of the CMD, the updated rent statement showed that the Respondent owed the Applicants £12315.05 in rent arrears.

Reasons for decision

34. 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.
35. The Tribunal noted that the Applicants' request to amend the sum sought to £12315.05 had been submitted in compliance with rule 14A of the rules. The Respondent had not objected to it, and had in any case admitted that she had cancelled her universal credit claim and owed the arrears from 9 September onwards. The Tribunal therefore consented to the amendment.
36. There was no dispute between the parties that the Respondent owed the rent arrears due for the period from 9 September 2024 - 26 September 2025. These arrears amount to £8450 (= £650 x13) in total.
37. The Respondent disputed, however, that she was liable to pay the arrears which had accrued prior to 9 September 2024. As at 9 September 2024, the outstanding arrears totalled £3865.02. This figure takes into account the two backdated payments made in August as well as the £650 paid on 9 September. The disputed arrears therefore total £3865.02.
38. The Respondent also alleged that there were various unaddressed repairs issues at the property, but provided no further evidence of this. She did not argue that the rent should be abated in respect of these issues. The Tribunal did not therefore take these matters into consideration.
39. What happened during the months from December 2023 to June 2024 regarding payment of the Respondent's rent is unclear. The Respondent says that she was asked by the DWP to produce a written tenancy agreement. She said that the initial agreement which Mr Allan gave her was not accepted by the DWP, and it took him a long time to provide a new one. During this time, her universal credit claim was stopped and she therefore accrued arrears until she

had made a new claim. In her view, the arrears were Mr Allan's fault because he had not provided her with an acceptable tenancy agreement for a long time.

40. There was a lack of clarity over the situation, largely because the Respondent had provided no written evidence to support her assertions. Mr Allan's evidence was also unclear, however. He said that the first missed rent payment was on 26 December 2023 and that he had contacted the Respondent following the missed payment in January 2024, and produced a new tenancy agreement after that. The tenancy agreement before the Tribunal, however, purported to be signed on 22 December 2023, before the first missed payment.
41. It was also unclear whether Mr Allan had in fact provided the tenancy agreement to the Respondent prior to her receiving it with the pre-action letter of 21 June 2024. The Respondent suggested that he had initially given her a tenancy agreement which was rejected by the DWP and had not produced another one until later, which was why she had got into arrears. Yet only one tenancy agreement was before the Tribunal.
42. The parties were in agreement, however, that the two payments of £325 and £1009.98 made in August 2024 were backdated universal credit housing costs payments. This would suggest that there was indeed an issue with the Respondent's universal credit prior to that time. It may also support the Respondent's position that she did not receive the tenancy agreement until June 2024, when she made a new claim.
43. While it is true that the Respondent is contractually obliged to pay the rent under the tenancy agreement, regardless of whether she pays it herself or receives Universal Credit, the Applicants knew that her rent had always been paid by the latter means. They were therefore aware that if the rent was to continue to be paid, the Respondent would have to satisfy any requirements placed on her by the DWP to ensure that her housing costs continued to be paid.
44. It is therefore unclear where responsibility should lie for the arrears accrued during this period. In the circumstances, the Tribunal considers that the most equitable outcome would be for both parties to share equally the responsibility for the arrears which accrued between December 2023 and June 2024. The Tribunal therefore determines that the Respondent is liable to pay one half of the arrears due over this period. This comes to a total of £1932.51 (£3865.02 divided by 2).
45. On the basis of all the evidence before it, the Tribunal was satisfied that the Respondent owed the Applicants £10382.51 (i.e. £8450 + 1932.51). It

therefore grants an order for payment by the Respondent to the Applicants for that amount.

46. The Tribunal then considered Mrs Mullen's request for interest to be granted on the sum due at a rate of 8%, as provided for at clause 5 of the tenancy agreement dated 22 December 2023. Neither party was able to say what provision for interest on rent arrears was made in the original 2013 tenancy agreement. It is possible that there was no such provision at all. In the absence of any evidence that the original agreement contained such provision, 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.

Decision

The Tribunal grants an order for payment by the Respondent to the Applicants for the sum of £10382.51.

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.

S O'Neill

Sarah O'Neill

5 December 2025

Legal Member/Chair

Date