



**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/25/1756

Re: Property at 123 Glenacre Road, Cumbernauld, G67 2NU ("the Property")

Parties:

**Mr William Neagle Cathcart, 2a Westmount Park, Newtownards, Co Down, BT23
4BP ("the Applicant")**

**Ms Claire Omand, 123 Glenacre Road, Cumbernauld, G67 2NU and Ms Susan
Omand 142 Beechwood Road, Cumbernauld, G67 2PX ("the Respondents")
("the Respondent")**

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision

At the Case Management Discussion ("CMD"), which took place by telephone conference on 3 December 2025, the Applicant was represented by Mr John McAuleys. The First Respondent was also present in her own right and on behalf of the Second Respondent.

Prior to the CMD the Tribunal received from the First Respondent by email dated 7 November 2025 her written representations with attachments.

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

Background

The Tribunal noted the following background:-

- i. The Applicant leased the Property to the First Respondent in terms of a Short Assured Tenancy Agreement ("the SAT").
- ii. The Second Respondent is the Guarantor under the SAT.
- iii. The initial term of the SAT was from 8 February 2016 to 7 August 2016 and the tenancy thereafter continued on a month to month basis.
- iv. The rent payable in terms of the SAT was initially £525 per calendar month.
- v. The deposit paid in terms of the SAT was £525.

- vi. The SAT provides for interest on sums due being payable at the 4% above the Base Rate of interest of Royal Bank of Scotland plc.
- vii. In terms of the application that Applicant seeks payment of rent arrears of £1500 purported to be due.

The CMD

At the CMD Mr McAuley for the Applicant made the following representations:-

- i. The sum claimed relates entirely to the increase in rent.
- ii. The rent was increased by notice dated 9 April 2024 from £525 to £675 with effect from July 2024.
- iii. The increased rent was only paid by the Respondent from May 2025.
- iv. The deposit previously paid by the Respondent is still held in an approved scheme.
- v. The Respondent has been in occupation of the Property since 2016 and has been a wonderful tenant.
- vi. Interest on the sum claimed is sought at 8% per annum being 4% above the current Base Rate of interest.
- vii. Expenses are not sought.

At the CMD the First Respondent made the following submissions:-

- i. She has been paying the increased rent since May 2025.
- ii. She is still in occupation of the Property.
- iii. The arrears are said to be due for the period July 2024 to April 2025.
- iv. The rent increase letter was not received. The First Respondent still doesn't know where it is. The spelling of her surname on the track and trace receipt is not correct and the signature is not hers.
- v. The first time she became aware of the letter was in October 2024 when a copy was emailed to her.
- vi. She would not put herself in debt.
- vii. The rent increase should have been communicated by another method or followed up by telephone.
- viii. Between October 2024 and April 2025 she communicated with the Applicant's agent, Freestyle Homes, and explained why the increased rent was not paid. She believed the increase was too high and queried the position.
- ix. Sheriff Officers visited in December 2024.
- x. Her mental and physical health had suffered.
- xi. She paid the increased rent from May 2025 when her Universal Credit increased to that amount. She also received from Universal Credit a backdate amounting to two months of the increased amount being £300. No further backdate is available. She holds that sum pending this claim being resolved.
- xii. She did not make a Tribunal application for a rent determination. She hoped to resolve the position amicably.

Mr McAuley made additional submissions as follows:-

- i. The Applicant relies upon the proof of delivery of the letter intimating the rent increase.
- ii. He accepted there was no follow up with the First Respondent until September 2024 and that she did not become aware of the position until October 2024.
- iii. The Applicant is prepared to agree a lower sum to resolve the position today.
- iv. The Applicant accepts £675 is the maximum rent Universal Credit will pay even although it does not reflect the market rent for the Property.

Thereafter further discussions ensued between Mr McAuley and the First Respondent in an attempt to negotiate an agreement which included a short adjournment for Mr McAuley to take instructions from the Applicant.

In the event, the parties reached agreement that the £900 would be paid by the Respondents to the Applicant representing 4 x £150 for the period from November 2024 to February 2025 plus the additional sum of £300 held by the First Respondent by way of backdated Universal Credit for the months of March and April 2025.

The First Respondent said the sum of £300 can be paid immediately and the balance by an additional £50 each month on top of the monthly rent.

The Tribunal therefore granted a payment in those terms with interest at 4% above the Base Rate of Royal Bank of Scotland from the date of the Tribunal's decision.

Reasons for Decision

The parties reached agreement on sums to be paid by the Respondents to the Applicant and the Tribunal granted an order in terms thereof.

Decision

The Tribunal granted a payment order against the Respondents in favour of the Applicant in the sum of £900 with interest thereon at the rate of 4% per above the Base Rate of Royal Bank of Scotland plc running from the date of the decision of the Tribunal to grant the order, being 3 December 2025, until payment with £300 being payable immediately and the balance being paid at £50 per month.

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.

Gillian Buchanan

Legal Member/Chair

3 December 2025
Date