



**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/25/3025**

**Re: Property at 13 Kingsview Terrace, Inverness, IV3 8TS (“the Property”)**

**Parties:**

**Mr Robert Mathieson, Ms Lois Holling, 18 Appin Drive, Stratton, Inverness, IV2 7AL; 18 Appin Drive Stratton, Inverness, IV2 7AL (“the Applicant”)**

**Ms Claire Welch, 13 Kingsview Terrace, Inverness, IV3 8TS (“the Respondent”)**

**Tribunal Members:**

**Mary-Claire Kelly (Legal Member) and Mary Lyden (Ordinary Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of THIRTEEN THOUSAND ONE HUNDRED AND ELEVEN POUNDS AND THIRTY-FIVE PENCE (£13,111.35)**

**Background**

1. By application dated 15 July 2025 the applicants seek an order for payment in respect of rent arrears. The application was conjoined with application reference FTS/HPC/EV/25/3061 in terms of which the applicants sought an order for possession relying on ground 12 (rent arrears for 3 or more consecutive months) in schedule 3 of the Private Housing (Tenancies)(Scotland) Act 2016.
2. The applicants lodged the following documents with the application:
  - Copy tenancy agreement
  - Rent statement

- Correspondence between the parties
3. By email dated 22 December 2025 the applicants' representative sought to increase the sum sought to £13,111.35 to reflect the increased level of rent arrears.

#### **Case management discussion – teleconference – 7 January 2026**

4. The applicant was represented by Mr Sargison, solicitor from Thorntons. The respondent was not present or represented. The Tribunal was satisfied that the respondent had received proper notice of the cmd. Sheriff Officers had served papers by letterbox delivery on 5 November 2025. The Tribunal proceeded with the cmd in the respondent's absence in terms of rule 29.
5. Mr Sargison sought an order for payment in the sum of £13,177.35 with interest at the rate of 8%. The lease which had been lodged had a commencement date of 8 May 2022 and showed that the monthly rent due was £670. Rent accounts had been lodged which spanned the period from April 2023 until December 2025. The rent accounts that had been submitted showed the rent arrears as at 22 December 2025 to be £12,487.00.
6. Mr Sargison referred to clause 12 of the tenancy agreement in terms of which the respondent contracted to pay an additional 5% on any outstanding rent arrears. Taking this clause into account the total outstanding amounted to £13,177.35.
7. Ms Sargison stated that no payments had been made by the respondent since March 2025.

#### **Findings in fact**

8. Parties entered into a tenancy agreement with a commencement date of 8 May 2022.
9. Monthly rent due in terms of the agreement was £670.
10. Arrears as at 22 December 2025 amounted to £12,487.00.
11. The respondent has not made any payments towards the rent or arrears since March 2025.
12. In terms of clause 12 of the tenancy agreement the respondent contracted to pay an additional 5% on any late payment of rent.

13. The total amount due by the respondent on 7 January 2025 amounted to £13,177.35.

### **Reasons for the decision**

14. Rule 17 (4) states:

*The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.*

15. Rule 18 states:

*Power to determine the proceedings without a hearing*

**18.—(1)** *Subject to paragraph (2), the First-tier Tribunal—*

*(a) may make a decision without a hearing if the First-tier Tribunal considers that—*

*(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and*

*(ii) to do so will not be contrary to the interests of the parties; and*

*(b) must make a decision without a hearing where the decision relates to—*

*(i) correcting; or*

*(ii) reviewing on a point of law,*

*a decision made by the First-tier Tribunal.*

*(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.*

16. The Tribunal was satisfied that it was able to make a determination and that it was not contrary to parties' interest to do so at the cmd without the need for a further hearing.
17. The Tribunal had regard to the application and the documents lodged by the applicants. The Tribunal had no reason to doubt the accuracy of the rent statement that had been submitted and accepted it as an accurate representation of the payments made by the respondent.
18. The Tribunal took into account that the respondent had not lodged any defence to the application or disputed the sum sought in any way.
19. The Tribunal was satisfied that the request to amend the sum sued for had been made in compliance with rule 14A and allowed the requested amendment. The Tribunal was satisfied that an additional 5% payment was contractually due in terms of clause 12 of the tenancy agreement. The total amount due as at the date of the cmd amounted to £13,177.35.

20. The Tribunal determined not to award additional interest beyond that due in terms of clause 12 of the tenancy agreement.

### **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.**

Mary-Claire Kelly

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Legal Member/Chair

7 January 2025\_\_\_\_\_  
Date