

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/25/0610

Re: Property at 58 Inchwood Avenue, Bathgate, EH48 2EF (“the Property”)

Parties:

Mr Hareendra Jayasinghe, 12 Temple Lane, Colombo 3, Sri Lanka, 00300, Sri Lanka (“the Applicant”)

Mrs Anna Mazurek, current address unknown (“the Respondent”)

Tribunal Members:

Maurice O’Carroll (Legal Member) and Jane Heppenstall (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for payment by the Respondent to the Applicant should be made in the sum of £3,200.

Background

1. This case first called before the Tribunal at a Case Management Discussion (CMD) on 25 September 2025. A Note of the CMD following that discussion was sent to the parties. At that stage, there were two conjoined applications for payment in respect of rent arrears. The first of these under reference CV/25/0436 has since been disposed of and is no longer live. The present decision is in relation to the remaining application under reference CV/25/0610.
2. At the CMD, it was noted by the Tribunal that the schedule of rent arrears produced by the Applicant contained two inaccuracies. As a consequence, the present case was continued for a further hearing on 21 January 2026 at 10am. At that hearing, Mr McTigue of Messrs Henderson Boyd appeared for the Applicant and Miss Mazurek once again appeared in person as the Respondent.

3. Following the CMD, the Tribunal issued a Direction requiring the parties to submit further, succinct and self-contained submissions in relation to the issue of rent arrears. The Applicant was required to provide a corrected schedule of rent arrears. The Respondent for her part was directed to provide vouching for any amounts correctly deducted from rent payments in respect of expenditure incurred by her and set against rent otherwise due with the agreement of the Applicant.
4. The Direction was complied with by both parties providing written submissions on 17 October 2025. The Applicant amended his claim to seek only the sum of £3,200 as part of those submissions. The Respondent for her part sought strike out of the claim, failing which further time to provide evidence. The application for strike out was refused by the Tribunal. The Respondent did not in the event provide any further evidence to the Tribunal in the three months between the CMD and the Hearing.

The Hearing

5. The parties agreed that the lease between the parties terminated on 28 March 2025.
6. As a preliminary matter, Mr McTigue confirmed that the revised rent arrears schedule before the Tribunal was now accurate. Specifically, and in response to the findings of the Tribunal at the CMD rent arrears for the months of July and August 2024 were accepted having been previously stated in error. A nil amount was accordingly applied by the Applicant in respect to those months. Further, since it was now agreed that the lease had ended on 28 March 2025, no payments for arrears were sought by the Applicant beyond February 2025.
7. Accordingly, the revised schedule presented by the Applicant consisted of rent arrears for the months November and December 2024 and January and February 2025. The rent was £825 per month payable in advance. The Applicant had paid £25 for each of the four months, leaving a total balance of arrears of £3,200 being 4 x £800. The amount sought in the original application (as amended on 28 May 2025) had been £4,920. The Tribunal therefore allowed the amendment to the lower amount now claimed by the Applicant.
8. The Respondent acknowledged that the sums stated in the revised schedule had taken account of the previous errors outlined above. She confirmed that she had not paid rent in the four months November 2024 to February 2025 and that the amount due in respect of each month was £800.
9. The Respondent stated that the amount due ought to take into account the purchase of a washing machine by her and maintenance of the Property. The Tribunal was not provided with receipts or any other evidence showing that the Applicant had agreed to forgo any part of the four rental payments for that purpose. The Respondent had been provided with over three months to provide any further evidence she may have had to refute the rent arrears stated to be due. She accepted that she had provided none.

Findings in fact

10. The Tribunal finds the following matters to have been proved in the course of the hearing:

- The lease between the parties terminated on 28 March 2025
- The rent schedule produced by the Applicant in support of the reduced sum of £3,200 sought is accurate
- The Respondent accepts that she did not pay rent for the months November, December 2024, January and December 2025
- No evidence was produced by the Respondent to show any deductions from rent otherwise due (beyond those established in the course of the CMD) had been agreed between the parties.

Decision

11. Given the above findings in fact, the sum claimed by the Applicant has been admitted by the Respondent. The Applicant is entitled to the amended sum sued for.

12. The Tribunal therefore makes an Order for payment by the Respondent to the Applicant in the sum of £3,200. Said Order accompanies the present decision.

13. The Respondent has a 30 day period within which to make payment in terms of section 1(1) of the Debtors (Scotland) Act 1987, following which interest will accrue at the Judicial Rate (8%).

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.

Maurice O'Carroll

Legal Member/Chair

Date 21 January 2026