



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Regulations”)

Chamber Ref: FTS/HPC/CV/25/2898

Re: Property at 19 Birch Grove, Methil, Leven, KY8 2AS (“the Property”)

Parties:

Jess and Jinx Limited, Caledonian House, Links Road, Leven, KY8 4HS (“the Applicant”)

Ms Gillian Ovenstone, 19 Birch Grove, Methil, Leven, KY8 2AS (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Sandra Brydon (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent in the sum of £6,416.69 should be made in favour of the Applicant.

Background

1. By application received on 4 July 2025, the Applicant applied to the Tribunal for an order for payment of £6,634.60, plus interest, against the Respondent in respect of rent arrears. Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement and a Rent Statement. An application for recovery of possession of the property in terms of Grounds 12 (rent arrears over a period of three consecutive months) of Schedule 3 to the 2016 Act of rent arrears was submitted at the same time and was conjoined with this application. Both applications thereafter proceeded together through the Tribunal process.

2. Following initial procedure, on 28 August 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.
3. A Case Management Discussion ("CMD") was fixed for 13 January 2026. The application and details of the CMD scheduled were served personally on the Respondent by Sheriff Officer on 14 November 2025. In terms of said notification, the Respondent was given an opportunity to lodge written representations.
4. On 2 December 2025, written representations were submitted on behalf of the Respondent, confirming that she was not opposing the eviction application, or disputing the rent arrears. She is receiving ongoing advice regarding her debt situation, has a deficit every month in her finances and is not in a position, at the present time, to seek a time to pay direction.
5. On 6 January 2026, the Applicant's representative lodged a request on behalf of the Applicant to amend the sum claimed in the payment application from £6,634.60 to £6,416.69, together with an updated rent statement. This communication was copied directly to the Respondent's representative by the Applicant's representative at the same time.

Case Management Discussion

6. The CMD took place by telephone conference call on 13 January 2026 at 10am. In attendance were Mr Adam Gardiner from Lindsays LLP, the Applicant's solicitor who was accompanied by a Ms Lind from that firm. The Respondent, Ms Gillian Ovenstone, was in attendance, together with her support worker, Ms Sneddon, and her representative from Frontline Fife, Ms Iona Watson.
7. Following introductions and introductory remarks by the Legal Member, it was confirmed with Ms Watson that the Respondent's position was still as stated in the written representations and that she was not disputing the rent arrears sought.
8. Mr Gardiner confirmed that a payment order was sought, in the amended sum of £6,416.69 and that this was current balance of the arrears. He referred to the updated Rent Statement lodged in advance of the CMD and to the last payment received from the Respondent. There is no opposition from the Respondent and no dispute as to the arrears owing. Although payments are still being received towards the rent and arrears, these are not sufficient to make any significant inroads into the arrears. Mr Gardiner also sought interest at the rate of 4% to apply from the date of the order. He confirmed that there was no contractual basis for seeking interest but rather that he was requesting that the Tribunal exercise their discretion to do so, in terms of Rule 41A(2)(b) of the Regulations. He submitted that this was a reasonable commercial rate of interest.

9. Ms Watson confirmed that no time to pay was sought by the Respondent and that she had no objection to the interest sought.
10. The Tribunal Members adjourned to discuss the application in private. On re-convening, it was confirmed that the Tribunal was satisfied that the payment application was in order and that the Tribunal would therefore grant an order in the amended sum sought of £6,416.69. However, it was explained that the Tribunal had opted not to apply interest thereon, in the circumstances of this case. Everyone was thanked for their attendance and the CMD was concluded.

Findings in Fact

1. The Applicant is the current owner and landlord of the Property.
2. The Respondent is the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 5 February 2018, in respect of which the landlord was the previous owner.
3. The Applicant purchased the Property in or around February 2024, when he became the landlord.
4. The rent due in respect of the tenancy was originally £650 per calendar month but was increased by the previous landlord to £704.17 and then increased again to £713.05 per calendar month.
5. There was a background of rent arrears dating back to at least February 2024 and arrears had reached over £7,000 at some points.
6. The last payment towards rent and arrears amounted to £744.18 on 5 January 2026.
7. The arrears amounted to £7,141.56 when the Notice to Leave was served in the eviction application in May 2025, £6,634.60 when this application was lodged, and £6,416.69 currently.
8. The Tribunal Application was submitted on 4 July 2025.
9. The Respondent has remained in occupation of the Property.
10. The Respondent is in receipt of state benefits and is currently making a small monthly contribution towards the arrears, but the tenancy has become unmanageable for her.
11. The Respondent was represented in the Tribunal proceedings and also had a support worker with her at the CMD and is receiving separate debt advice.
12. The Respondent did not oppose the application and admitted the arrears but did not make a time to pay application.

13. The Respondent has been called upon to make payment of the rental arrears or enter into a satisfactory payment arrangement but has failed to do so.
14. The Respondent has incurred rent arrears in the sum of £6416.69 and owes this sum to the Applicant.

Reasons for Decision

1. The Tribunal considered all of the background papers including the application and supporting documentation, the procedural background to the application, the further written representations lodged on behalf of the Applicant, the written representations lodged on behalf of the Respondent and to the oral representations at the CMD by, or on behalf of, both parties.
2. The Tribunal found that the application was in order and that the sum of £6,416.69 was owing by the Respondent in respect of rent arrears, in terms of this application. The original sum sought had been amended during the process to the slightly reduced sum sought. The Tribunal had regard to the terms of the tenancy agreement, rent increase notice documentation and the Rent Statements produced and were satisfied that the amount sought, with reference to the most up to date Rent Statement was correct. The Respondent had received advice in the matter and did not dispute the rent arrears sought.
3. The Tribunal accordingly determined that an order for payment in the amount sought in respect of rent arrears could properly be granted at the CMD, that time to pay was not being sought by the Respondent and that there was no need for an adjournment to a further hearing. The Tribunal, having considered the Applicant's request for interest to be added at the rate of 4% to apply from the date of the order, declined to exercise their discretion in terms of Rule 41A(2)(b) and add same, in the circumstances of this application. As conceded by the Applicant's representative, there was no contractual basis for the interest claim in terms of the tenancy agreement. The Tribunal also considered the amount of the debt, the Respondent's circumstances and available resources, the fact that she herself wished to remove from the Property into more affordable social housing and had taken the responsible step of obtaining advice in respect of her housing and debt situation.

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.

Nicola Weir

Legal Member/Chair

13 January 2026
Date