



**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/24/0561

**Re: Property at 18 Keith Gardens, Broxburn, West Lothian, EH52 6XR (“the
Property”)**

Parties:

**Miss Louiza Achatou, Villa 23, Ibn Shaheed Street, Al-Aziziya, Doha, Qatar,
Qatar (“the Applicant”)**

Mr Anthony Purves, unknown, unknown, unknown (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal 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 TWELVE
THOUSAND AND FIFTY POUNDS (£12,050) in respect of arrears of rent.**

Background

1. By application accepted on 8 May 2024 the applicant seeks an order for payment against the respondent in respect of rent arrears and other losses arising from the respondent's conduct as a tenant.
2. A case management discussion (“cmd”) was scheduled for 10 September 2024. The cmd was adjourned for service by advertisement in terms of Rule 6A. A second cmd was scheduled for 15 January 2025. Neither party joined the teleconference call. The cmd was adjourned to a further cmd on 17 July 2025.

3. **Case management discussion – teleconference – 17 July 2025.** The applicant was in attendance. The respondent was not present or represented. The Tribunal was satisfied that the respondent had been served with the papers in terms of rule 6A and proceeded with the cmd in his absence.
4. The applicant had lodged a large number of documents in support of the application including:
 - Written submissions
 - Copy tenancy document
 - Photographs of the property
 - Handwritten rent ledger
 - Legal correspondence with the respondent
 - Bank statements
 - Solicitor's invoice
 - Property advertisement from Letting agent
 - Tenancy inventory
 - Text messages regarding unpaid credit card
5. The applicant explained that the respondent no longer lived in the property. She gained access to the property after he left on 12 October 2024. The applicant stated that the respondent's conduct had caused her considerable stress which had impacted her mental health in particular.
6. The application covers a number of headings of loss:
 - Rent arrears
 - Refund of rent deduction
 - Unlawful disposal of furniture by the respondent
 - Legal fees
 - Credit card charges
7. Following the cmd a Direction was issued to the applicant setting out information which the Tribunal requested in order to determine the application. The application was adjourned to a further cmd. The applicant submitted no documentation in response to the Direction.

Case management discussion – teleconference - 10 February 2026

8. The applicant attended on her own behalf. The respondent was not present or represented. The Tribunal was satisfied that the respondent had been served with the papers in terms of rule 6A and proceeded with the cmd in his absence.
9. The application stated that that the applicant sought an order for payment in the sum of £19,856. After some discussion the applicant withdrew her application insofar as it related to claims for the following items:
 - Refund of rent deduction
 - Unlawful disposal of furniture by the respondent
 - Credit card charges
10. The Tribunal proceeded to consider the application in relation to rent arrears and legal fees.
11. The applicant referred to the lease document that had been submitted with the papers. The Tenancy commenced on 27 September 2020. Clause 5 of the lease set out the arrangements for payment of rent. In terms of that clause the applicant stated that monthly rent in the sum of £1000 was due from October 2023. The rent increased by £50 in October 2024 to £1050. The applicant stated that the respondent had ceased paying rent from November 2023 until the property was recovered in October 2024. The amount sought in respect of rent arrears amounted to £12,050. The figure represented 11 months arrears at the rate of £1,000 with one month at the rate of £1050 from October 2024.
12. The applicant sought an award of 15% on the rent arrears. She stated that clause 5 of the tenancy agreement allowed for this amount to be recovered. The Tribunal enquired as to the legal basis upon which the applicant sought the award. The applicant made no submission beyond reference to the terms of clause 5.
13. The applicant sought an award of £250 for legal fees. She referred to a solicitors letter from Whyte Fraser Solicitors which had been submitted. The letter had been sent to the respondent on 19 January 2024 and requested payment of the outstanding rent due at that point. The costs incurred by the applicant in legal fees was £250. The Tribunal made enquiries as to the legal basis upon which the applicant sought to recover the sum. The applicant made no submissions beyond reference to the invoice which showed that the outlay had been incurred.

Findings in fact

14. Parties entered into a private residential tenancy agreement with a commencement date of 27 September 2020.
15. Rent due in terms of the tenancy agreement was £1,000 per calendar month from October 2023, increasing to £1050 per calendar month from October 2024.
16. The respondent did not make payment of rent from November 2023 until October 2024 when the applicant recovered vacant possession of the property.
17. The tenancy agreement states at clause 5 that the landlord will be entitled to “15% compensation for costs incurred as a result of late payment of rent”.
18. The applicant did not demonstrate losses amounting to 15% of the outstanding rent arrears.
19. The applicant paid £250 for a solicitors letter to be sent to the respondent on 19 January 2024 requesting payment of outstanding rent arrears.

Reasons for the decision

20. 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.

21. 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.

22. 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.
23. The Tribunal had regard to the application and the documents lodged by the applicant.
24. The Tribunal took into account that the respondent had not lodged any defence to the application or disputed the sum sought in any way.
25. The Tribunal accepted the applicant's unopposed submissions that she had obtained vacant possession of the property in October 2024 and that the respondent had paid no rent since November 2023. The Tribunal accepted that in terms of the rent clause of the tenancy agreement and the rent ledger submitted as part of the application that arrears of £12,050 had amassed by the date the tenancy terminated.
26. The Tribunal considered the applicant's request for "compensation" at the rate of 15% on the outstanding arrears. This would amount to an additional award of £1807.50. The applicant sought the amount without reference to any specific losses arising from the late payment of arrears. Whilst the tenancy agreement stated that compensation would be payable the applicant made no submissions that the 15% compensation related to any specific losses and sought compensation solely as a result of the wording in clause 5 of the agreement. In the circumstances the Tribunal determined that it was not reasonable and proportionate to award 15% compensation on the outstanding rent arrears as this sum amounted to an excessive penalty and was not supported by submissions relating to actual losses. The applicant made no oral submissions at the cmd beyond the terms of the lease setting out the legal and factual basis upon which such an award would be justified.
27. The Tribunal considered the applicant's request for a payment order in respect of fees of £250 paid to their solicitor. The letter sent on behalf of the applicant by solicitors was a straightforward request for payment of the outstanding amount. The applicant made no submissions relating to the legal basis upon which they sought to recover this cost.
28. The Tribunal considers that any award for legal expenses requires to be pursued under rule 40. As the applicant has not sought to rely on that rule and

has not demonstrated that the conduct of the tenant has resulted in unnecessary or unreasonable expense being incurred the Tribunal determined not to make any award of expenses under rule 40.

29. Legal representation is not mandatory. The Tribunal does not consider it reasonable and proportionate for the respondent to cover the cost of £250 for a letter requesting payment of rent.

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

Legal Member/Chair

10 February 2026_____
Date