



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/3873**

**Re: Property at 2/1 9 Moir Street, Glasgow, G1 5AE (“the Property”)**

**Parties:**

**Mr Graeme Stewart, Pentlands, Southlands Road, Wokingham, RG40 2HS (“the Applicant”)**

**Mr Tsonko Ivanov, Mr Nikola Stoyanov, Flat 3/3, 4 Cowan Street, Glasgow, G12 8PF; UNKNOWN, UNKNOWN (“the Respondents”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are liable to pay the Applicant the sum of Two thousand seven hundred and seventy four pounds and eleven pence (£2774.11) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal further determined to refuse the first Respondent’s application for a time to pay direction and made an order for payment in the sum of £2774.11.

**Background**

- 1 This is an application for a payment order under Rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The Applicant sought to recover rent arrears arising from the private residential tenancy agreement between the parties.
- 2 The application was accepted and referred to a case management discussion (“CMD”) to take place by teleconference on 8 April 2025. The Tribunal gave notice of the parties under Rule 17(2) of the Rules.

- 3 The Tribunal was unable to effect service upon the second Respondent as his whereabouts could not be ascertained. The Tribunal therefore postponed the CMD to arrange for notice of the CMD to be given to the second Respondent by advertisement on the Tribunal website.

### **The CMDs**

- 4 The first CMD took place on 6 May 2025 by teleconference. The first Respondent joined the call. Neither the Applicant nor the second Respondent were in attendance. The Tribunal determined to adjourn the CMD to give the Applicant and second Respondent the opportunity to attend, and for the first Respondent to provide an amended response to the application.
- 5 On 15 August 2025 the Tribunal received an amended response to the application from Strathclyde Law Clinic on behalf of the first Respondent.
- 6 The second CMD took place on 2 October 2025 by teleconference. The Applicant joined the call. The first Respondent was also present and represented by Ms McKay and Miss Williams of Strathclyde Law Clinic. The second Respondent did not attend. The Tribunal noted that he had been given notice of the CMD by advertisement on the Tribunal website. The Tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in his absence.
- 7 The Tribunal proceeded to discuss the application with the parties. The Applicant confirmed that he was seeking a payment order in the sum of £3499.11 as per the most recent rent statement submitted with the application. The matter had dragged on for a long time. The Respondents had fallen out, which had led to the first Respondent vacating the property. The Respondents had stopped paying rent. The Applicant and his representative had tried to contact the Respondents on several occasions to try and agree a payment plan. Nothing was resolved. The property had been finally repossessed in November 2024.
- 8 Ms McKay explained that the first Respondent had always intended to pay back the rent once repairs issues were resolved. The first Respondent had always communicated with the Applicant's representative. He received harassing messages from the Applicant's representative. The first Respondent understood that the arrears need to be paid. However, he was concerned about inconsistencies in the arrears information. The first Respondent had to move out of the property following an incident with the second Respondent. He had been held hostage by the terms of the joint tenancy. He had been led to believe by the Applicant's representative that he could give notice and terminate the tenancy himself. Ms McKay noted that the tenancy had ended in November 2024 however there was no evidence of arrears up to this date. The first Respondent was looking for a clearly defined rent statement.

- 9 The Tribunal confirmed with Ms McKay that the first Respondent accepted liability for the rent up to the 1 September 2024, which aligned with the rent statement produced with the application. The Applicant confirmed that the tenancy had terminated on 4 November 2024 and the second Respondent had made some payments of rent before vacating. The Applicant confirmed that he would submit a final rent statement. Ms McKay advised that the first Respondent wished the opportunity to submit a time to pay application.
- 10 The Tribunal therefore determined to adjourn the CMD for the Applicant to provide a final rent statement, and for the first Respondent to submit a time to pay application.
- 11 Following the CMD the Applicant submitted a final rent statement to the Tribunal by email dated 8 October 2025. A copy of the statement was intimated to the Respondents. The statement confirmed a final balance of £3937.11. The Tribunal was therefore satisfied that the Respondents were liable for the sum of £3499.11 which was the balance outstanding as at 1 September 2024.
- 12 On 3 November 2025, the Tribunal received an email from Strathclyde Law Clinic with a time to pay application on behalf of the first Respondent.
- 13 On 6 November 2025 the Tribunal received an email from the Applicant objecting to the time to pay application. The Tribunal therefore determined to fix a hearing on the time to pay application. The hearing was scheduled to take place on 3 February 2026 by teleconference. The Tribunal gave notice of the hearing to the parties. Said notice was served upon the second Respondent by advertisement on the Tribunal's website.
- 14 On 12 December 2025 the Tribunal received an email from Strathclyde Law Clinic advising that they had withdrawn from acting for the first Respondent.
- 15 The Tribunal received further written representations from both the Applicant and first Respondent in advance of the hearing.

### **The hearing**

- 16 The hearing took place on 3 February 2026 by teleconference. The Applicant and first Respondent both joined the call. The second Respondent was not in attendance. The Tribunal noted his lack of participation to date in the Tribunal proceedings. The Tribunal therefore determined to proceed in his absence, noting that he had been given proper notice of the hearing under Rule 6A of the Rules.
- 17 The Tribunal heard evidence from both parties on the time to pay application. The following is a summary of the key elements of the evidence and is not a verbatim account.
- 18 The Tribunal confirmed that the deposit of £725 had been returned to the Applicant since the last CMD. The first Respondent's position is that this should

be deducted from the rent arrears claimed. The Applicant advised that he had incurred costs over and above the deposit in terms of both rent arrears and damages and he was unclear as to what impact the deposit would have on the arrears. The first Respondent referred to a screenshot from the deposit scheme which confirmed the Applicant had sought return of the deposit solely for the rent arrears. The Applicant conceded this was the case. The Tribunal therefore determined to deduct the deposit from the sum claimed, leaving a balance of £2774.11.

- 19 The first Respondent outlined his position regarding the time to pay application, with reference to the supporting evidence produced. He can only afford £20 per month at present. He is in part-time employment with an income of around £840 per month. He also works as a volunteer in the homeless sector. He has a deficit of £25 per month after paying his living expenses. He intends on increasing his payments when his financial situation improves. He pointed out that the Applicant would receive less than £20 per month were he to arrest the first Respondent's earnings. The first Respondent confirmed that he has secured permanent accommodation in the social housing sector.
- 20 The Applicant objects to the time to pay application. He does not understand why the first Respondent has such a low income. He does not understand why the first Respondent cannot secure more lucrative employment. The Applicant feels he has subsidised the Respondents' rent.

### **Reasons for decision**

- 21 The Tribunal took into account all of the documentary and oral evidence from the parties in reaching its decision on the first Respondent's time to pay application.
- 22 The Tribunal has some sympathy for the first Respondent's position in this case. The Tribunal accepts based on the evidence produced that he is presently unable to afford more than £20 per month towards the arrears and notes his commitment to increase payments once his financial situation improves.
- 23 However, the Tribunal must consider the circumstances as they exist at this time and balance the interests of both parties in this case. The first Respondent has proposed payments of £20 per month. At that rate, it would take around 11 years for the debt to be repaid, which the Tribunal considers unreasonable. Whilst the Respondent's financial situation may improve in future, this cannot be guaranteed and the Applicant is entitled to recover the debt due.
- 24 The Tribunal therefore determined to refuse the first Respondent's application for a time to pay direction and made an order for payment in the sum of £2744.11.

### **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.

Ruth O'Hare

9<sup>th</sup> February 2026

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Legal Member/Chair

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Date