

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 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)

Chamber Ref: FTS/HPC/CV/25/1020

Re: Flat 1/3, 1 Newhall Street, Glasgow, G40 1AR (“the Property”)

Parties:

PFPC MMR 1 LP, a limited partnership with registered number SL032749 and having its registered office address c/o Places for People, 1 St. Andrew Square, 2nd floor, Edinburgh, EH2 2BD and having a contact address at 1 Hay Avenue, Edinburgh, EH16 4RW (“the Applicant”)

Mr Scott MacRae, Flat 1/3, 1 Newhall Street, Glasgow, G40 1AR (“the Respondent”)

Tribunal Members:

Pamela Woodman (Legal Member) and Elizabeth Dickson (Ordinary Member)

Present:

The case management discussion took place at 10am on Thursday 15 January 2026 by teleconference call (“**the CMD**”). The Applicant was not present but was represented by Mr Kenneth Caldwell of Patten & Prentice LLP. The Respondent was not present and was not represented. The clerk to the Tribunal was Kate McLaughlin. This case was conjoined with the case with reference FTS/HPC/EV/25/1019.

DECISION

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment in the amount of £11,248.75 be granted in favour of the Applicant against the Respondent.

BACKGROUND

1. An application had been made to the Tribunal under section 71(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The

First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 111 (*Application for civil proceedings in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was an order for payment against the Respondent in respect of the Property in the sum of £11,248.75.
3. The application form was dated 7 March 2025 and copies of various documents were provided, including:
 - a. the private residential tenancy agreement between the Applicant and the Respondent dated 18 June 2024 ("**Tenancy Agreement**").
 - b. rent account covering the period from 18 June 2024 to 31 January 2025 and which showed arrears of rent as at 21 January 2025 of £2,600.
4. A notice of acceptance of the application was issued dated 1 April 2025 under rule 9 of the HPC Rules.
5. A first case management discussion was held on Thursday 24 July 2025 but was adjourned as a result of the circumstances set out in the case management discussion note related to it.
6. The Applicant's representative had provided various updated rent statements, the last of which (prior to the CMD) was provided on 25 November 2025 covering the period from 18 June 2024 to 30 November 2025 and which showed arrears of rent as at 24 November 2025 of £11,248.75 ("**Updated Rent Statement**"), with the rent charged changing from £850 per calendar month (as set out in the Tenancy Agreement) to £871.25 from 1 May 2025.
7. By e-mail dated 25 November 2025, the Applicant's representative applied to increase the sum claimed to £11,248.75, being the amount of arrears stated as at 24 November 2025. It was noted that this was notified to the Respondent by e-mail by the Applicant's representative and had been submitted to the Tribunal more than 14 days prior to the CMD.
8. The Respondent had not provided written representations or any submissions in advance of the CMD.
9. This decision arises out of the CMD.

PROCEEDINGS, NAMELY THE CMD

10. The Applicant's representative confirmed that there had been no engagement or communication from the Respondent since before the first case management discussion.

11. The Applicant's representative confirmed that the current arrears of rent were £12,991.25 and that no payment had been made by the Respondent since December 2024.
12. The Applicant's representative noted that he had a copy of the rent increase notice which had been served in January 2025 in respect of the rent increasing from 1 May 2025 but agreed that this had not been provided to the Tribunal in advance of the CMD. It was noted that clause 10 of the Tenancy Agreement stated that "*Rent increases will normally be advised by the end of January in the following year and rent increases will be effective as of 1st May in that year.*"
13. The Applicant's representative confirmed that the Respondent had not responded to or challenged the rent increase notice and, in addition, had been sent various rent statements (including the Updated Rent Statement) in which the increased rent of £871.25 per calendar month was shown as being payable from 1 May 2025.

FINDING IN FACT

14. The Tenancy Agreement stated that:
 - a. the start date was 19 June 2024;
 - b. rent was payable at a rate of £850 per month, on or before the 1st of the month; and
 - c. a rent deposit of £950 was to be paid.
15. The Tribunal noted that the Applicant was the registered landlord of the Property.
16. The Tribunal also noted that the Applicant (acting through its general partner, PFPC MMR GP Limited) was the registered proprietor of the Property (title number GLA8259).
17. The Tribunal was satisfied, on the balance of probabilities, that there were rent arrears, as at 24 November 2025, of £11,248.75 as shown in the Updated Rent Statement.
18. The Tribunal was satisfied, on the balance of probabilities, that the rent had increased in accordance with the Tenancy Agreement from 1 May 2025 to £871.25 per calendar month.

REASON FOR DECISION

19. In the interests of fairness to the Respondent, the Tribunal was not willing to grant an order for payment in an amount higher than that intimated in the Updated Rent Statement.
20. The Tribunal noted that the Respondent had not made any representations in advance of the CMD but had been sent copies of various rent statements, including the Updated Rent Statement and the rent statements made available prior to the first case management discussion, and so had had the opportunity to make

submissions about the information in the Updated Rent Statement (and previous rent statements) but had not done so.

21. Accordingly, the Tribunal found that the Respondent was due to pay to the Applicant the sum of £11,248.75 as at 24 November 2025.

DECISION

22. The Tribunal granted the application under section 71(1) of the 2016 Act for an order for payment in the sum of £11,248.75 (eleven thousand, two hundred and forty-eight pounds and seventy-five pence only).

23. The Tribunal noted that nothing in this decision would prohibit the Applicant from seeking any arrears of rent arising after 24 November 2025, subject to the making of a new application to the Tribunal.

Right of Appeal

In terms of Section 46 of the Tribunals (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.



Chair

15 January 2026

Date