



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 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/4496

Re: Property at 342 Waterfront Apartments, Riverside Drive, Dundee, DD1 4XD (“the Property”)

Parties:

Ms Pinar Ucar or Arayan, Flat 11, Selva House, 231 High Street, Enfield, London, EN3 4FG (“the Applicant”)

Mr Darren Doherty, 342 Waterfront Apartments, Riverside Drive, Dundee, DD1 4XD (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Eileen Shand (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to pay the Applicant the sum of Fourteen thousand two hundred and nineteen pounds and ninety eight pence (£14,219.98) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal therefore made a payment order in the sum of £14,219.98 against the Respondent.

In terms of rule 41A of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 the Tribunal determined to award interest on the sum due at the rate of eight per cent per annum from the date of decision until payment.

Background

1 This is an application for a payment order under section 71 of the 2016 Act and rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber)

Rules of Procedure 2017 (“the Rules”). The Applicant sought to recover rent arrears from the Respondent.

- 2 The application was accepted as valid and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take place by teleconference on 14 April 2026 at 10am. The Tribunal gave notice of the CMD to the parties in accordance with rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers on 24 February 2026.
- 3 The Tribunal asked the Respondent to make written representations in response to the application no later than 14 March 2026. No written representations were received from the Respondent.

The CMD

- 4 The CMD took place by teleconference on 14 April 2026 at 10am. Mr Calvin Gordon of Thorntons Solicitors represented the Applicant. The Respondent did not join the call. The tribunal noted that he had been given proper notice of the CMD under rule 17(2) of the Rules and had provided no explanation for his absence. The tribunal therefore delayed the start of the CMD for a short period before determining to proceed.
- 5 The tribunal had the following documents before it:-
 - (i) Form F application form;
 - (ii) Land certificate confirming the Applicant’s ownership of the property and proof of their landlord registration;
 - (iii) Private residential tenancy agreement between the parties;
 - (iv) Rent statement; and
 - (v) Copy correspondence and emails from the Applicant’s letting agent to the Respondent.
- 6 Mr Gordon made submissions to the tribunal on behalf of the Applicant. The arrears have increased to £19,889.92 but the Applicant has not sought to amend the sum claimed. Mr Gordon referred to clause 8 of the tenancy agreement which provides for interest to be applied to any unpaid rent at the rate of 8% per annum. Clause 8 further provides for the Applicant to recover reasonable costs in pursuing the unpaid rent, including legal costs. The Applicant sought legal costs and sheriff officer fees in connection with a letter served upon the Respondent regarding the rent arrears.
- 7 The tribunal queried whether the legal costs sought were reasonable, noting the provisions within the Rules which permit legal expenses to be sought only where a party has behaved unreasonably. Mr Gordon explained that it is a contractual expense that is sought by the Applicant, not judicial expenses under the Rules. He compared this with mortgage cases in the sheriff court in which lenders are allowed pursue either contractual expenses or judicial expenses.

- 8 The tribunal adjourned the CMD to deliberate, at which point parties left the call, before resuming the discussion and confirming the outcome.

Findings in fact and law

- 9 The Applicant is the owner and landlord, and the Respondent is the tenant, of the property in terms of a private residential tenancy agreement, which commenced on 1 July 2024.
- 10 The contractual rent for the property is £1600 per calendar month.
- 11 The Respondent has accrued rent arrears in the sum of £14,219.98.
- 12 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.
- 13 Clause 8 of the said tenancy agreement provides that the Applicant can seek interest on any rent due at the rate of eight per centum per annum.

Reasons for decision

- 14 The tribunal was satisfied it had sufficient information before it to make relevant findings in fact and reach a decision on the application having considered all the documentary evidence and Mr Gordon's oral submissions at the CMD, and that it would not be contrary to the interests of the parties to do so.
- 15 The tribunal accepted the documentary evidence and submissions from Mr Gordon which were clear and consistent regarding the terms of the tenancy agreement and the level of rent arrears. There was no contradictory evidence before the tribunal.
- 16 Based on its findings in fact, the tribunal determined that the Respondent has accrued rent arrears in the sum of £14,219.98 and has refused or delayed in making payment of the sum due. The tribunal also determined to exercise its discretion under rule 41A of the Rules and award interest on the sum due at the contractual rate of 8% per annum under rule 41A of the Rules from the date of this decision until payment. The Respondent had not sought to argue that a different rate of interest should be applied, and the tribunal considered the rate to be reasonable in the circumstances of this case.
- 17 The tribunal carefully considered the claim for legal costs. The tribunal was not persuaded that the costs were reasonable in the context of the Tribunal proceedings, and the overriding objectives, based on the information before it. Whilst Mr Gordon had referenced the approach taken in the sheriff court, the sheriff court rules regarding judicial expenses do not reflect the Tribunal's own Rules which permit an award of judicial expenses only where a party has behaved unreasonably. The Tribunal was established to provide access to justice for all, with the aim that parties can fully participate without legal representation and without the prospect of facing expenses if they fail. Whilst

parties may decide to engage a solicitor, that is their choice. The tribunal considered that it would require further submissions from the Applicant, with reference to legal authority, before reaching a decision on whether the legal costs were reasonable. Having explained this to Mr Gordon, he confirmed that his preference would be for the order to be made without inclusion of the legal costs.

- 18 The tribunal therefore made a payment order in the sum of £14,219.98 against the Respondent with interest at the rate of 8% per annum from the date of this decision until payment.
- 19 The decision of the tribunal was unanimous.

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

Legal Member/Chair

Date: 14 April 2026