



**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/25/0346**

**Re: Property at 10 Seyton Lane, East Kilbride, G74 4LJ (“the Property”)**

**Parties:**

**Graeme McArthur, 112 Falklands Drive, East Kilbride, G74 1EN (“the Applicant”)**

**Jason Smeall, 10 Seyton Lane, East Kilbride, G74 4LJ (“the Respondent”)**

**Tribunal Members:**

**Valerie Bremner (Legal Member) and Ahsan Khan (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of Seven Thousand Five Hundred Pounds Only (£7500.00) be granted in favour of the Applicant and against the Respondent together with interest at the rate of 8% per annum until paid.**

**Background**

1. This application for a payment order in terms of Rule 103 of the Tribunal rules of procedure was first lodged with the Tribunal on 28<sup>th</sup> January 2025 along with a related application for an eviction order with reference FTS/HPC/EV/25/0345 and accepted by the Tribunal on 26<sup>th</sup> February 2025. A case management discussion was fixed for both applications for 21<sup>st</sup> August 2025 at 10am.

**Case Management Discussion**

2. The Applicant did not attend the case management discussion but was represented by Mr Dean of Bannatyne Kirkwood, France & Co solicitors. The Respondent did not attend the case management discussion nor was he represented. The Tribunal had sight of an execution of service of both applications and supporting papers together

with the date of the case management discussion on the Respondent by Sheriff officer putting these through the letterbox at the property on 9<sup>th</sup> July 2025. The Tribunal was satisfied that the Respondent had received fair notice of the Applications and the date of the case management discussion and considered that it was appropriate to proceed in the Respondent's absence.

3. The Tribunal had sight of both applications, papers apart, a tenancy agreement, a Notice to leave together with an email to the Respondent and delivery receipt, a PARs email to the Respondent, a rent schedule, a Notice in terms of Section 11 of the Homelessness etc ( Scotland ) Act 2003 together with an email sending this to the relevant local authority. On 7<sup>th</sup> August 2025 the Applicant's representative asked the Tribunal to increase the sum sought by way of a payment order to £8125 and this request was intimated to the Respondent by email on that date. At the case management discussion, the request made was for a payment order of £7500 as a rent payment made in December 2024 had not been taken off the rent arrears figure. The Tribunal allowed the sum requested to be increased to £7500.00 in terms of the tribunal rules of procedure.

4. The parties had entered into a private residential tenancy at the property with effect from 30<sup>th</sup> April 2022. The monthly rent payable in terms of the tenancy agreement is £625 per calendar month payable in advance. The rent had first fallen into arrears early in July 2024, and apart from a payment in December 2024, no rent had been paid since June 2024, and the rent arrears had reached £7500 at the date of the hearing.

5. It was understood by the Applicant's representative that the Respondent had lost his job following the start of the tenancy. When the rent arrears had first commenced the Applicant's Letting Agent had contacted the Respondent to find out the position regarding the rent arrears, but the Respondent had rejected any proposition made by the Letting Agent. There had been concerns about the Respondent's mental health.

6. The Applicant's Letting Agent had no knowledge of any other person living at the property and the Respondent had never mentioned to the Applicant's Letting Agent that he was in receipt of benefits or that there had been any delay or failure in receiving such benefits.

7. The Respondent has never at any time made a proposal to pay off the rent arrears during the tenancy.

8. The Applicant's Letting Agent has had little contact with the Respondent during the tenancy.

9. The rent arrears are forming a growing source of stress for the Applicant, for whom this is his only rental property.

10. The Applicant is seeking contractual interest of 8 per cent on the outstanding rent as allowed for in clause 8 of the tenancy agreement.

11. The tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

## **Findings in Fact**

12. The parties entered into a tenancy agreement at the property with effect from 30th April 2022

13. The monthly rent payable in respect of the tenancy agreement by the Respondent is £625 per calendar month payable in advance.

14. Apart from one payment made in December 2024 no rent has been paid in relation to the tenancy by the Respondent since June 2024

15. At the date of the hearing on 21st August 2025 accrued rent arrears in relation to the tenancy were £7500.00

16. A pre action protocol e-mail was sent by a letting agent on behalf of the Applicant to the Respondent on 28th January 2025 signposting the Respondent to sources of support should he be having difficulty in paying the rent.

17. The Applicant understands that the Respondent lives alone at the property and lost his job shortly after the tenancy started

18. There has been little contact between the Applicant's letting agent and the Respondent, but when the letting agent contacted the Respondent regarding the rent arrears the Respondent rejected any proposition made regarding the arrears.

19. The Respondent has never made any proposal to pay off the rent arrears during the tenancy.

20. The Applicant has no knowledge of the Respondent being in receipt of a relevant benefit and the Respondent has never intimated that his difficulties with paying the rent have arisen as a result of a delay or failure in the payment of any relevant benefit to him or on his behalf.

21. This property is the Applicant's only rental property, and the rent arrears are a growing source of stress for him.

22. The sum of £7500.00 is lawfully due by the Respondent to the Applicant in relation to this application.

23. The Tenancy agreement allows for interest at the rate of 8% per annum to be added to late rent payments until paid.

## **Reasons for Decision**

24. The tribunal was satisfied that this tenancy is unsustainable by the Respondent who did not appear or make representations to the tribunal. Only one monthly rent payment has been made since July 2024 and the Respondent has never made proposals for payment and rejected such a proposal from the Applicant's letting agent. The Respondent has been referred by the Applicant's agent to sources of support

should he have difficulty in paying the rent, but this has not resulted in any of the arrears being cleared. In the circumstances it is reasonable to grant the order and to add interest to the order at the rate set out in the tenancy agreement.

### **Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of Seven Thousand Five Hundred Pounds Only (£7500.00) be granted in favour of the Applicant and against the Respondent together with interest at the rate of 8% per annum until paid.

### **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.**

Valerie Bremner

**Legal Member/Chair**

**Date: 21/08/25**