



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014

Chamber Ref: FTS/HPC/CV/25/3897

Re: Property at The Spires, Foredale Terrace, Bo'ness, Falkirk, EH51 9LW (“the Property”)

Parties:

The Church of Scotland General Trustees, 121 George Street, Edinburgh, EH2 4YN (“the Applicants”)

James Wood, Lesley-Anne McLelland, The Spires, Foredale Terrace, Bo'ness, Falkirk, EH51 9LW (“the Respondents”)

Tribunal Members:

Joel Conn (Legal Member) and Mary Lyden (Ordinary Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

1. This is an application by the Applicants for civil proceedings in relation to an assured tenancy in terms of rule 70 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”), namely an order for payment of rent arrears. The tenancy in question was a Short Assured Tenancy of the Property by the Applicants to the Respondents commencing on 28 November 2017.
2. The application was dated 11 September 2025 and lodged with the Tribunal on that date. The application was accompanied with a rent statement showing arrears as at 25 August 2025 of £15,410 (for the period to 27 August 2025) and sought payment of that amount. The statement showed the arrears as having been present in some amount since 28 March 2023 and no payment of rent having been made since 28 August 2024. According to the Tenancy Agreement lodged with the application, the monthly rent was £850 and due on the 28th of

each month. The rent statement showed increases in rent to £935/m from 28 January 2022 and to £1,400/m from 28 January 2025.

3. The application papers further included a rent statement to 6 January 2026 showing no further payments having been made, and arrears to that date being £22,410. No motion to amend was made however.

The Hearing

4. On 13 March 2026 at 11:30, at a case management discussion (“CMD”) of the First-tier Tribunal for Scotland Housing and Property Chamber, sitting remotely by telephone conference call, we were addressed by David Di Paola, solicitor in the Law Department of The Church of Scotland, for the Applicants. There was no appearance for the Respondents.
5. We sought confirmation from the Tribunal's clerk as to any contact from or on behalf of the Respondents but there had been none (in regard to this application or a conjoined application for eviction under reference EV/25/5246). The Applicants' agent confirmed that there had been little to no contact with the Respondents with his department or the Applicants' letting agents. He recalled no contact with him since the start of the year, and only two emails with the second named Respondent at all. In the communications he had received, one of them contained an acknowledgement that there were arrears but no proposal for payment was made, and in the other the Respondents intimated that they had met with the local authority and would not be voluntarily vacating at the expiry of the notices relating to eviction. He said that an application had been lodged previously to seek a right of entry, so as to be able to complete safety inspections, when the Respondents had failed to cooperate. In all the circumstances, and having not commenced the CMD until 11:35, we were satisfied to hear the application in the absence of the Respondents. (In any event, neither of the Respondents nor anyone on their behalf sought to dial into the CMD call at any time before its conclusion.)
6. The Applicants' agent referred to the statement of arrears dated 6 January 2026 and said that with the further unpaid rent for 28 January and 28 February 2026, the arrears were now £25,210 for the period to 27 March 2026. He considered further procedure and opted not to seek to continue the application so as to intimate a motion to amend the sum sued for. He instead sought the order as stated in the application of £15,410 for arrears for the period to 27 August 2025.
7. We noted the contractual rate of interest in the Tenancy Agreement at clause 6 of “the rate of 8% per annum above the Bank of England Base Rate, from time to time in force, on the Rent or any other monies due”. No expenses were sought.

Findings in Fact

8. By written lease dated 28 November 2017, the Applicants let the Property to the Respondents by lease with a start date of 28 November 2017 until 28 May

2018 on the basis that “it will continue thereafter on a monthly basis” (“the Tenancy”).

9. Under clause 5 of the Tenancy, the Respondents were to make payment of £850 per month in rent in advance to the Applicants on the 28th of each month.
10. The Applicants increased the passing rent due to the amount of £935 per month from 28 January 2022 and to £1,400 per month from 28 January 2025.
11. Under clause 6 of the Tenancy, the Respondents are liable to pay interest on unpaid sums at the rate of 8% per annum above the Bank of England base rate from time to time in force.
12. As of 25 August 2025, there was unpaid rent of £15,410 due by the Respondents to the Applicants in terms of the Tenancy, covering all rent due to 27 August 2025.
13. The Respondents provided no evidence of payment of any part of the said unpaid rent due to 27 August 2025 of £15,410.00.
14. On 28 January 2026, a Sheriff Officer acting for the Tribunal intimated the application and associated documents upon the Respondents, providing the Respondents with sufficient notice of the CMD of 13 March 2026.

Reasons for Decision

15. The application was in terms of rule 70, being an order for civil proceedings in relation to assured tenancies.
16. The rent statement provided was detailed and we were satisfied with the evidence provided by the Applicants and noted the lack of any defence from the Respondents.
17. We were satisfied, on the basis of the application and supporting papers, and further submissions at the CMD, that rent arrears in the figure of £15,410 were outstanding for the period to 27 August 2025 and still outstanding at the date of the CMD. We further noted the contractual interest rate applying.
18. In all the circumstances, we were thus satisfied that the necessary level of evidence for such civil proceedings on the sum of £15,410 had been provided and no dispute was made by the Respondents.
19. The Procedure Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal and we were satisfied to make a decision at the CMD to award the sum of £15,410 against the Respondents, with interest at the contractual rate of 8% per annum above the Bank of England base rate against this sum, with interest from today’s date.

20. We note that this sum relates to rent due through to 27 August 2025 and the Applicants thus preserve their position in regard to any further claim under the lease against the Respondents.

Decision

21. In all the circumstances, we were satisfied to make the decision to grant an order against the Respondents for payment of the sum of £15,410 with interest at the rate of 8% per annum above the Bank of England base rate, from time to time, to the Applicants.

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.

13 March 2026

Legal Member/Chair

Joel Conn

Date