



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) 2016 Act

Chamber Ref: FTS/HPC/CV/25/3263

Re: Property at 110 1/1 Rankin Street, Greenock, PA16 7JW (“the Property”)

Parties:

Yu Property Investment Ltd, Company, 39 Whetsone Road, Farnborough, GU14 9SX (“the Applicant”)

Caroline Arthur, 110 1/1 Rankin Street, Greenock, PA16 7JW (“the Respondent”)

Tribunal Members:

Joel Conn (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 an Order for payment in the sum of £9,705.67 be granted against the Respondent.

- 1) This was an application by the Applicant for civil proceedings in relation to a private residential tenancy in terms of rule 111 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 Private Residential Tenancy (“PRT”) by the Applicant to the Respondent commencing on 1 September 2024 (though reliance was also made on an earlier PRT between the parties in regard to the Property commencing on 10 April 2018, for which arrears of rent remained).
- 2) The application lodged with the Tribunal on 30 July 2025. The application sought payment of arrears of “£10,882.73 as of today increasing monthly”. The Tenancy Agreement lodged with the application showed that rent was £450 per month and due on the 1st of each month and a Rent Increase Notice increased this to £650 per month from 1 January 2025.

- 3) A rent statement lodged with the application showed a large starting balance (which alerted us to the existence of a previous tenancy agreement), and we issued a Notice of Direction seeking further information and submissions on the basis for, and breakdown of, the arrears.
- 4) Prior to the case management discussion (“CMD”), further to the Notice of Direction, the Applicant’s agent provided an updated rent statement and various other documents regarding the historic arrears. These left significant questions outstanding for discussion at the CMD which are discussed more fully below.

The Hearing

- 5) The matter called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 8 May 2026 at 10:00. We were addressed by the Applicant’s agent, Annette Weston, Lettings Manager, Corbett & Shields. She was accompanied and assisted by Yvonne Paul, Lettings Agent. There was no appearance from the Respondent.
- 6) We were informed by the clerk that no contact had been received from the Respondent (or on her behalf) with the Tribunal. The Applicant said that no communication had been received from the Respondent about the CMD, and the Applicant’s agent described communication with the Respondent as poor, there had been material contact since September 2024 when the Applicant’s agent assumed agency from another letting agent (McArthur Scott) and the current Tenancy commenced. In particular, there had been two recent discussions with the Respondent. We noted the following:
 - a) The Applicant’s agent had visited the Property around a month ago, to try and discuss with the Respondent why no payments were coming from benefits (limited payments having been received between 21 March and 23 October 2025). The Respondent said that her benefits had stopped and she had, thus far, failed to reapply.
 - b) The Applicant’s agent had recently received confirmation that benefits were restarting and would be paid direct to the Applicant.
 - c) The Applicant’s agent spoke with the Respondent around a week ago about a repair issue. At that time, the agent tried to discuss the arrears and the eviction application. (A conjoined application on eviction called alongside at the CMD: EV/25/3262.) The agent also asked the Respondent if she knew the date when the rent payments from benefits would restart and at what amount. The Respondent said she did not have that information, and said she would revert to the Applicant’s agent on the issue of arrears. She had thus far failed to do so.
- 7) The Applicant’s agent said that no payments had yet been received from benefits, but she hoped that the first of the new benefits payments would be received later in May 2026. No payments had been made towards arrears except for a single payment from benefits of £40.01 on 23 October 2025 which the Applicant’s agent recognised as the maximum amount that was deducted from benefits where arrears were due.

- 8) We noted that the Respondent had received clear intimation of the CMD by the Sheriff Officer instructed by the Tribunal, and that the Applicant's agent had recently sought to engage with her on arrears and the eviction application. Having not commenced the CMD until around 10:10, we were satisfied to consider the application in the Respondent's absence. In any case, no attempt was made by the Respondent (nor anyone on her behalf) to dial in late to the CMD.
- 9) At the CMD, the Applicant's agent confirmed that the application for an order for payment of rent arrears was still insisted upon for the period to 31 July 2025 only. We sought oral submissions on the queries we had on the breakdown of the arrears:
 - a) All payments since 1 September 2024 were from benefits and during an eight-month period (21 March to 23 October 2025). The Respondent was also said to have commenced the new Tenancy on 1 September 2024 with a balance of arrears remaining from the previous tenancy.
 - b) The issues with calculating the arrears arose principally from the lack of clear vouching for the opening arrears balance (£6,326.73) carried over, and a debit of £6.00 also said to have been carried over from the previous agent. An apparent posting error (rent being charged at both the old (£450) and new rates (£650) in January 2025) was also noted. All three issues were raised in the Notice of Direction.
 - c) The response to the Notice of Direction conceded the posting error in January 2025, and deducted the erroneous posting of £450 for January 2025. It was also accompanied by documentation from the previous agent, said to vouch the opening balance.
 - d) At the CMD, we gave our comments on the purported vouching. The Applicant's agent accepted that the purported vouching was not clear. First, we could see nothing to support the £6.00 debit. Second, in regard to the opening balance of £6,326.73, we noted that the raw figures only appeared to support a figure of £5,605.67. The Applicant's agent conceded both points, and accepted £5,605.67 as the historic arrears.
 - e) We noted that these figures led to the following revised figures (accepted by the Applicant's agent):
 - i) As at 31 July 2025, £9,705.67;
 - ii) As at the date of the most recent statement (27 April 2026), arrears of £14,165.66; and
 - iii) As at the date of the CMD, arrears of £14,815.66, though on this the Applicant's agent expected some payment from benefits to arrive before the end of the month.
 - f) For completeness, we note that the arrears figure to 31 July 2025 breaks into a balance of £5,605.67 for the previous tenancy and £4,100.00 for the Tenancy commencing on 1 September 2024.
- 10) No motion was made for expenses nor for interest.

Findings in Fact

- 11) The Applicant previously let the Property as a Private Residential Tenancy to the Respondent with commencement on 10 April 2018 (“the Previous Tenancy”).
- 12) On 11 September 2024, the Applicant renewed the letting of the Property with a new Private Residential Tenancy agreement with the Respondent, with a back-dated commencement date of 1 September 2024 (“the Tenancy”).
- 13) In terms of clause 8 of the Tenancy Agreement, the Respondent required to pay rent in advance on the 1st day of each month.
- 14) The monthly rent under the Tenancy was £450.00 until 31 December 2024. It increased to £650.00 on 1 January 2025.
- 15) As of 8 May 2026, the Respondent remains in arrears of rent in the Previous Tenancy in the amount of £5,605.67.
- 16) As of 8 May 2026, the Respondent remains in arrears of rent in the Tenancy in the amount of £4,100 for the period to 31 July 2025.
- 17) The Respondent does not claim to have paid any amount of the said arrears of £9,705.67.
- 18) Intimation of the date and time of the CMD was given to the Respondent by Sheriff Officer on 24 March 2026.

Reasons for Decision

- 19) The application was in terms of rule 111, being an order for civil proceedings in relation to a PRT. We were satisfied, on the basis of the application and supporting papers, that rent arrears of £9,705.67 were due, across the two tenancy agreements, for the period to 31 July 2025 and remained outstanding as of today. Indeed, a higher amount was due for arrears to the date of the CMD.
- 20) No defence was made by the Respondent to any part of the application. (There was no appearance or defence to the conjoined application for eviction either.)
- 21) Though it was unsatisfactory that so much case management was required in order to obtain an (apparently) accurate arrears figure, on completion of these investigations at the CMD, the updated rent arrears information provided clearly set out the sums sought and we were satisfied that the necessary level of evidence for these civil proceedings had been provided for the sum sought.
- 22) The Rules allow at rule 17(4) for a decision to be made at a CMD as at a hearing before a full panel of the Tribunal. We were thus satisfied to make a decision at the CMD to award the sum of £9,705.67 against the Respondent. This is an order restricted to sums due to the Applicant in rent under the Previous Tenancy to its

conclusion, and under the Tenancy in regard to rent arrears up to 31 July 2025 only.

Decision

23) In all the circumstances, we were satisfied to make the decision to grant an order against the Respondent for payment of £9,705.67.

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.

Joel Conn

8 May 2026

Legal Member/Chair

Date