



**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/25/4969**

**Re: Property at 13 Ropemaker Street, Edinburgh, EH6 7GE (“the Property”)**

**Parties:**

**C-urb 6 Ltd, Link House, 2c New Mart Road, Edinburgh, EH14 1RL (“the Applicant”)**

**Ms Julie Foulner, 3/3 Lady Nairne Place, Edinburgh, EH8 7LZ (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for Sum of £10334.95 (TEN THOUSAND THREE HUNDRED AND THIRTY FOUR POUNDS AND NINTY FIVE POUNDS) with interest at 4% per annum from the date of this decision, namely 6<sup>th</sup> May 2026.**

**Background**

1. An application was received by the Housing and Property Chamber which was undated but lodged by email dated 18<sup>th</sup> November 2026. This application was then amended on 22<sup>nd</sup> April 2026 to increase the amount sought. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments and payments for repairs.
2. On 21<sup>st</sup> March 2026 all parties were written to with the date for the Case Management Discussion (“CMD”) of 6<sup>th</sup> May 2026 at 10am by teleconferencing.

The letter also requested all written representations be submitted by 11<sup>th</sup> April 2026.

3. On 26<sup>th</sup> March 2026, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent. This was evidenced by Certificate of Intimation dated 26<sup>th</sup> March 2026.
4. On 22<sup>nd</sup> April 2022 the Applicant's solicitor emailed the Housing and Property Chamber amending the amount sought to £12019.67 which included an item called recoverable repair for £1684.72.

### The Case Management Discussion

5. A CMD was held 6<sup>th</sup> May 2026 at 10am by teleconferencing. The Applicant was present and was represented by Ms Sheryl Dempster, Solicitor, Harper MacLeod LLP. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make any representations in advance of the CMD.
6. Ms Dempster said that there has been no correspondence from the Respondent. The Applicant has had no communication from the Respondent except for on 7<sup>th</sup> January 2026. This was only in relation to the eviction which became enforceable from 6<sup>th</sup> January 2026. The communication on that date from the Respondent was confirming that she had left the Property. There was no reference to the outstanding arrears or repayment of them.
7. Ms Dempster said that there had been a payment of £20 per week to the arrears. This payment was being paid by direct debit. However, since 30<sup>th</sup> January 2026 these direct debits have been bouncing. The Respondent has not been in touch regarding this and not made any other payments. The Applicants did note that the deposit of £958.23 has been returned to them. This was done on 13<sup>th</sup> March 2026. It has been credited to the rent account and reduced the amount outstanding accordingly.
8. The Tribunal noted that £1684.72 labelled under recoverable repair was listed in the amount sought. The Applicants explained in detail that this related to repairs such as lock changes and damage to the Property which required to be fixed prior to any new tenant moving into the Property. The Tribunal said that for this amount to be considered it would need to have appropriate vouching before making a decision. It could continue to a further CMD or solely focus on the rent arrears at this CMD. The Applicants said that it was content for the Tribunal to exclude this figure and focus on the rent arrears. The Tribunal was content to amend the amount as it was not prejudicial to the Respondent. It was agreed that the outstanding amount for the rent arrears was £10334.94.
9. The Tribunal was satisfied that the outstanding amount for £10334.94 was due to the Applicant by the Respondent and that it was appropriate to grant an order accordingly.

10. The Tribunal confirmed that the interest requested was not within the lease. Ms Dempster confirmed that was the case and that the standard judicial rate was sought. The Tribunal considered this to be high given that the Bank of England base rate is 3.75%. Accordingly, the Tribunal was content to grant interest to the extent of 4% per annum from the date of this decision.

#### Findings and reason for decision

11. A Private Rented Tenancy Agreement commenced 3<sup>rd</sup> September 2021. The tenancy ended on or around 7th January 2026.

12. The Respondent persistently failed to pay her rent charge of £970.17 per month. The rent payments were due to be paid on the first day of each month.

13. A direct debit was set up to pay the arrears weekly. This has bounced since around the date that the Respondent left the Property. The Respondent has not been in contact to explain why this has happened. The Respondent has not been in contact with the Applicants to discuss the outstanding arrears.

14. The deposit of £958.23 has been returned to the Applicant in relation to the rent arrears. This has reduced the arrears to £10334.95.

15. The arrears sought total £10334.95.

#### Decision

16. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £10334.95 plus interest at 4% per annum from the date of this decision.

#### **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.**

# G Miller

6<sup>th</sup> May 2026

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**Legal Member/Chair**

**Date**