



**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/25/4953

Re: Property at Ladyfield Farm, Annan, DG12 5RD (“the Property”)

Parties:

**Mr John William Forrest, Hurkledale Farm, Cummertrees, Annan, DG12 5QA
 (“the Applicant”)**

Mr Kevin McDougall, Ladyfield Farm, Annan, DG12 5RD (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member) and Frances Wood (Ordinary Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) granted an Order for Payment against the Respondents in favour of
the Applicant in the sum of £30,303.88.**

Background

1. The Applicant submitted an application under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicant sought an order for payment against the Respondent in respect of rent arrears and non payment of the cost of an electricity supply.
2. A Convenor of the Housing and Property Chamber (“HPC”) having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. Letters dated 23 April 2026 were issued to the parties informing them that a CMD had been assigned for 26 May 2026 at 10am, which was to take place by conference call. The letter was served on the Respondent by sheriff officer on 22 April 2026 by depositing it in the letterbox of the Property. In the letter, the parties were also told that they were required to take part in the discussion and were informed that the Tribunal could make a decision today on the application

if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondent was invited to make written representations by 14 May 2026. No representations were received by the Tribunal.

The case management discussion – 26 May 2026

4. The CMD took place by conference call. The Applicant was represented by Mrs Katherine McAlpine, solicitor. The Respondent did not join the conference call and the discussion proceeded in his absence. This case called alongside a related case which proceeds under chamber reference FTS/HPC/EV/25/4951. The Tribunal explained the purpose of the CMD.
5. The Applicant's representative explained that all of the discussions surrounding the tenancy took place verbally. The parties agreed that the Respondent would rent the Property and the yard in return for payment of rent. The yard has a separate electricity supply and the Respondent agreed to pay for that supply. There has been no contact between the parties since the applications were submitted to the Tribunal. There was a dispute between the parties some time ago about services provided by the Respondent to the Applicant. That dispute was resolved by the Applicant making payment to the Respondent. Although the parties reached agreement in relation to that dispute, the relationship between the parties was adversely affected. The Respondent has not paid rent since December 2023 and has not paid for the electricity supply to the yard since October 2023. The rent arrears have increased to £36,800 and the sums due in respect of the electricity supply have increased to £2,331.54. The Applicant's representative accepted that there was no application before the Tribunal to increase the sum sought and therefore an order for payment was sought in the sum of £30,303.88 as set out in the application.

Findings in Fact

6. The Applicant is the tenant of Hurkledale Farm, Cummertrees, Annan, DG12 5QA and he sub-let the Property and adjacent yard at Ladyfield Farm, Annan, DG12 5RD to the Respondent.
7. The tenancy is an assured tenancy which commenced in or around August 2015.
8. The contractual monthly rent is £1,200. The Respondent has not paid rent since December 2023. As at November 2025, rent arrears amounted to £28,400 and that sum has not been paid by the Respondent.
9. The Respondent agreed to pay for the electricity supply in respect of the yard adjacent to the Property. As at November 2025, the sum of £1,903.88 was unpaid in respect of the supply and that sum has not been paid by the Respondent.

10. The Respondent is liable to the Applicant for payment of the sum of £30,303.88 in respect of rent arrears and the balance of electricity costs.

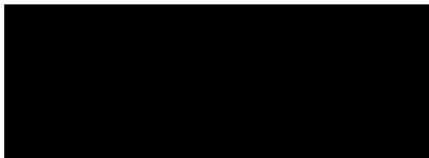
Reason for Decision

12. The Tribunal was satisfied that it could make relevant findings in fact in order to reach a decision following the CMD, and that to do so would not be contrary to the interests of the parties in this case. The Respondent was given the opportunity to attend the CMD but did not participate. The Tribunal therefore considered it could accept the documentary evidence and submissions on behalf of the Applicant, there being no contradictory evidence before it.

13. The Tribunal was satisfied that the Respondent has a contractual obligation to pay rent and the cost of the electricity supply for the yard adjacent to the Property. The contractual monthly rent is £1,200. The Respondent has failed to comply with his obligation in this regard, resulting in arrears of £36,800 now being due. The Respondent has also failed to pay for the cost of the electricity supply to the yard which he has use of. The balance of the electricity account is now £2,331.54. The Respondent has not sought to dispute this.

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.



Legal Member/Chair

26 May 2026

Date