



**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/25/4746**

**Re: Property at 1F1, 6 Bothwell Street, Easter Road, Edinburgh, EH7 5PR (“the  
Property”)**

**Parties:**

**Sarah Louise Skinner, 2/60 Pittwater Road, Manly, Sydney, 2095, Australia (“the  
Applicant”)**

**Karen Preston, 5 Coldstream Avenue, Dunblane, FK15 9JN (“the Respondent”)**

**Tribunal Members:**

**Sarah O'Neill (Legal 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 by the Respondent of the sum  
of £3287.73 should be granted in favour of the Applicant, with interest thereon  
at the rate of 4% per annum running from the date of this decision until payment.**

1. An application was received from the Applicant’s solicitor on 4 November 2025 seeking a payment order in terms of rule 70 (Application for civil proceedings in relation to an assured tenancy) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). The Applicant sought an order for payment of £3287.73 in respect of rent arrears which were alleged to be due by the Respondent to the Applicant, together with interest at the rate of 9.25%, or at a rate deemed reasonable by the tribunal, from the date of the decision.
2. Attached to the application form were:

- (i) Copy short assured tenancy agreement between Mr James D. Crow and the Respondent in relation to the property, which commenced on 16 June 2014.
- (ii) Copy form AT5 in respect of the short assured tenancy agreement dated 16 June 2014.
- (iii) Certificate of confirmation on the estate of Mr James D. Crow dated 6 September 2022.
- (iv) Extract deed of variation by Mrs Frances Marshall Crow dated 9 November 2022 and registered in the Books of Council and Session on 11 November 2022.
- (v) Pre-action requirements letter from the Applicant's letting agent dated 19 March 2024 to the Respondent regarding her outstanding rent arrears.
- (vi) Further emails from the Applicant's letting agent to the Respondent dated 29 April and 1 May 2025 regarding her rent arrears.
- (vii) Email of 30 May 2023 from the Applicant's letting agent to the Respondent regarding an agreed payment plan for the arrears.
- (viii) Rent statement showing the Respondent's outstanding rent arrears to be £3287.73 as at 9 September 2025.

3. The application was accepted on 25 November 2025.

4. Further to a request from the tribunal administration, the Applicant's representative submitted a rent increase notice dated 13 December 2024 addressed to the Respondent.

5. Notice of the case management discussion (CMD) scheduled for 19 May 2026, together with the application papers and guidance notes, was served on the Respondent by sheriff officer on behalf of the Tribunal on 14 April 2026. The Respondent was invited to submit written representations by 5 May 2026

6. An email was received from the Respondent on 12 May 2026. Attached to the email was a time to pay application from the Respondent.

### **The case management discussion**

7. The CMD was held by teleconference call on 19 May 2026. Mr David Gray of Gilson Gray LLP represented the Applicant. He was accompanied by his colleague, Ms Rachel Collins, as an observer. The Respondent was not present or represented on the teleconference call.

8. The tribunal noted that a time to pay application had been received from the Respondent, and that she had stated in her email of 12 May 2026 that she would not attend the CMD due to her current health issues.

9. The tribunal was satisfied that the Respondent was aware of the CMD, and that the requirements of rule 17 (2) of the 2017 rules regarding the giving of

reasonable notice of the date and time of a case management discussion had been duly complied with. It therefore proceeded with the CMD in the absence of the Respondent.

### **Preliminary issue**

10. The legal member noted that the Respondent's time to pay application, which had been received on 12 May 2026, had been sent to the tribunal on the morning of the CMD. It had also been sent to the Applicant's solicitor that morning. The Respondent had applied for a time to pay direction proposing to repay the arrears at the rate of £10 per fortnight.
11. A written response had been received from Mr Gray shortly before the CMD, which the legal member had received immediately before the CMD. The legal member had read both the time to pay application and the Applicant's response shortly before joining the call. Mr Gray confirmed that he had been able to take the Applicant's instructions shortly before the CMD and that she did not accept the Respondent's payment proposal.

### **Submissions on behalf of the Applicant**

12. Mr Gray asked the tribunal to make a payment order by the Respondent for the sum of £3287.73 in favour of the Applicant. The Respondent had vacated the property on or around 3 July 2025. As shown on the rent statement which was submitted with the application, the Respondent owed the Applicant £3287.73 in rent arrears as at that date. No rental payments had been received from the Respondent since the application was submitted.
13. While the Applicant appreciated that the Respondent's circumstances were difficult, she did not consider that the Respondent's proposal for repayment was reasonable. At the proposed repayment rate, it would take around 14 years to repay the sum due. The Respondent had previously entered into a payment arrangement with the Applicant, but had not adhered to this. She had been in rent arrears since early 2023.
14. Mr Gray said that the Applicant had not been aware prior to receiving the time to pay application that the Respondent had lost her job and was living on benefits. The Applicant was willing to discuss a repayment plan with the Respondent, but did not wish to enter into a binding legal arrangement which would mean that the debt would take around 14 years to pay off.
15. Mr Gray asked the tribunal to grant interest on the sum claimed at 9.25% per annum from the date of any award until payment; or at a rate deemed reasonable by the tribunal. He pointed out that clause 7(y) of the tenancy agreement contained an explicit provision awarding interest on overdue rent at

the rate of 5% per annum above the Clydesdale Bank plc rate in the event of a failure to pay rent as due. As set out in the application, the current base rate was 4.25% per annum and thus the Applicant sought interest from the date of any award of 9.25% per annum.

### **The time to pay application received from the Respondent**

16. In her time to pay application of 12 May 2026, the Respondent stated that her health had deteriorated and she had lost her job. The situation had spiralled and she had to claim benefits. Her only income was now sickness benefits, totalling £879.67 per month. She said that she wanted to pay back her debts, but could not afford to pay them all at once and that she was unlikely to return to work any time soon.
17. She admitted liability for the sum due and offered to pay the arrears at £10 per fortnight. The application showed that she has various other sizeable debts totalling almost £10,000 and only around £35 available to pay all of her creditors each month.

### **Findings in fact**

18. The tribunal made the following findings in fact:
  - The Respondent entered into a short assured tenancy agreement with Mr James D. Crow in relation to the property, which commenced on 16 June 2014. The rent in terms of the tenancy agreement was £515 per calendar month payable in advance on the 16th day of each month.
  - Mrs Frances Crow was the residual beneficiary of the estate of Mr Crow upon his death. Title to the property was disposed to the Applicant on 11 November 2022 by Mrs Crow via a Deed of Variation.
  - The Applicant is therefore the owner and landlord of the property.
  - The Applicant issued rent increase notices to the Respondent increasing the rent under the tenancy from £515 per month to £695 per month, and again to £775 per month from 16 February 2025.
  - On or about 3 July 2025 the Respondent vacated the Property leaving arrears of rent due to the Applicant of £4,002.73.
  - The Applicant recovered the tenancy deposit of £715 from SafeDeposits Scotland on 9 September 2025 and applied this towards the outstanding rent arrears.
  - The Applicant complied with the pre-action requirements, and had therefore notified the Respondent that she owed the arrears.
  - As at the date of the CMD, the Respondent owed the Applicant £3,287.73 in rent arrears.
  - The Respondent admitted that she was due to pay this sum to the Applicant.

## Reasons for decision

19. The tribunal considered that in the circumstances, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties. It therefore proceeded to make a decision at the CMD without a hearing in terms of rules 17(4) and 18 (1) (a) of the 2017 rules.
20. The tribunal was satisfied that the Applicant was the landlord of the property following the transfer of the title to the property into her name, noting that in terms of section 55 of the Housing (Scotland) 1988 Act, a “landlord” under an assured tenancy includes any person from time to time deriving title from the original landlord.
21. The tribunal noted that the Respondent owed the Applicant £3,287.73 in rent arrears as at the date of the CMD. There was agreement between the parties that the sum sought by the Applicant was due by the Respondent. The Respondent had admitted the claim, and the tribunal therefore determined that an order for payment should be granted for the sum sought.
22. The tribunal then considered whether to grant the order subject to a time to pay direction, as requested by the Respondent. Section 1 of the Debtors (Scotland) Act 1987 states that the tribunal shall, if satisfied that it is reasonable in all the circumstances to do so, and having regard to the matters mentioned in subsection 1A of the 1987 Act, direct that the sum claimed shall be paid by instalments or as a lump sum.
23. The matters mentioned in subsection 1A are:
- a) The nature of and reasons for the debt in relation to which the order is granted;
  - b) Any action taken by the creditor to assist the debtor in paying that debt;
  - c) The debtor’s financial position;
  - d) The reasonableness of any proposal by the debtor to pay that debt; and
  - e) The reasonableness of any refusal by the creditor of, or any objection by the creditor to, any proposal by the debtor to pay that debt
24. Having considered the contents of the Respondent’s time to pay application, the tribunal considered whether it was reasonable in all the circumstances to grant a time to pay direction. It noted that the Applicant opposed the Respondent’s proposals to pay the debt, and her reasons for doing so. The tribunal noted that the Respondent appeared to have gotten into financial difficulties as a result of ill-health and the subsequent loss of her job. She was

in a difficult financial position, living on a low income and she owed sizeable debts to a number of other creditors. The tribunal noted that a payment arrangement had previously been agreed between the parties, which the Respondent had failed to adhere to. It also noted that it would take the Respondent many years to pay off the debt at the proposed rate. The tribunal considered that in the circumstances, the Applicant's refusal to accept the repayment proposal was reasonable.

25. While the tribunal has sympathy with the Respondent given her situation, it was not satisfied, having considered all of the evidence before it, that it would be reasonable in all the circumstances to grant a time to pay direction. The tribunal therefore declined to make a time to pay direction as requested by the Respondent. The tribunal noted, however that Mr Gray had indicated that the Applicant would be open to reaching an informal payment arrangement with the Respondent.

26. The tribunal considered Mr Gray's request for interest to be granted on the sum due at the rate of 9.25% per annum from the date of any award until payment (being 5% above the current base rate), or at a rate deemed reasonable by the tribunal. The tribunal noted that the current base rate as at the date of the CMD was in fact 3.75%, rather than 4.25%.

27. Having considered Mr Gray's submissions, the Respondent's financial circumstances and the sum owed, the tribunal did not consider that it would be reasonable to grant interest at the rate of 8.75%. It decided, however, taking into account the terms of the tenancy agreement, that it would be reasonable to include interest in the order for payment at the rate of 4% from the date of the decision in terms of rule 41A (2) of the 2017 rules

## **Decision**

The Tribunal grants an order for payment by the Respondent to the Applicant for the sum of £3287.73, with interest thereon at the rate of 4 % per annum running from the date of this decision until payment.

## **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.**

**Sarah O'Neill**

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**Legal Member/Chair**

**19 May 2026**

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**Date**