



**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/26/0851

Re: Property at 78 Queen Street, Alva, FK12 5AH (“the Property”)

Parties:

Baybridge Ltd, 31 Abercromby Place, Tullibody, Alloa, Clackmannanshire (“the Applicant”)

Mrs Betty Norrie, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member) and Ann Moore (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 £644.24.

Background

1. The Applicant submitted an application under Rule 70 of the Housing & Property Chamber Procedure Regulations 2017 (“the Rules”) for an order for payment against the Respondent in respect of rent arrears which are said to have accrued.
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 were issued on 25 April 2026 informing both parties that a CMD had been assigned for 28 May 2026 at 10am, which was to take place by conference call. The Tribunal instructed sheriff officers to serve the letter along with a copy of the application on the Respondent. On 28 April 2026, sheriff officers reported

that they were unable to serve the letter or application on the Respondent. They found the Property to be empty and a sold sign in the garden of the Property.

4. On 1 May 2026, the Tribunal intimated details of the CMD to the Respondent by advertisement on the Tribunal website.

The case management discussion – 28 May 2026

5. The CMD took place by conference call. The Applicant was represented by Miss Danielle Wallace of Martin & Co. The Respondent did not join the conference call and the discussion proceeded in her absence. The Tribunal explained the purpose of the CMD. This case called alongside a related case which proceeds under chamber reference FTS/HPC/EV/25/4567.
6. The Tribunal observed that the contractual rent due in terms of the tenancy agreement is £395. The Applicant's representative explained that the rent increased to £462.52 and that she could send a copy of the rent increase notice. She also explained that the Applicant recovered the deposit of £395 and that having applied that to the rent arrears, the balance now due is £644.24.
7. The Tribunal adjourned the CMD briefly to allow the Applicant's representative to send a copy of the rent increase notice and the updated rent statement to the Tribunal. When the CMD was reconvened, the Tribunal explained that the rent increase notice does not reflect the increased rent which is shown on the rent statement. In addition, the rent statement of account does not make it clear how the reduced sum sought has been calculated. The Tribunal adjourned the CMD again to allow the Applicant's representative to submit the correct rent increase notice and updated rent statement. When the CMD was convened, the Tribunal explained that it was satisfied that the sum brought out in the updated rent statement is due by the Respondent and therefore a payment order is granted in the sum of £644.24.

Findings in Fact

8. The Applicant is the proprietor and landlord of the Property at 78 Queen Street, Alva, FK12 5AH.
9. The tenancy is a short assured tenancy which commenced 2 February 2015.
10. The initial contractual monthly rent was £395 and increased to £462.52 on 6 September 2024.
11. The Respondent accrued rent arrears of £644.24 which sum is due to the Applicant.

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. Intimation of the CMD was given to the Respondent by advertisement on the Tribunal website. 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. The contractual monthly rent is £462.52. The Respondent vacated the Property leaving a balance of rent due in the sum of £644.24 which is shown in the updated rent statement. The Tribunal therefore granted a payment order in this sum.

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.

Nicola Irvine

Legal Member/Chair

28 May 2026

Date