



**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/25/2329**

**Re: Property at South Lodge, Castlemilk, Kettleholm, Lockerbie, DG11 1BU  
("the Property")**

**Parties:**

**Sir John Christopher Rupert Buchanan-Jardine, Baronet of Castle Milk, Lockerbie, Dumfriesshire, DG11 1BD, Lady Pandora Lavinia Buchanan-Jardine of Castle Milk, aforesaid, and Elaine Jane McInroy of Traprain, Main Street, Guilane, East Lothian, EH31 2HD, as Trustees acting under a Deed of Trust by Sir Andrew Rupert John Buchanan-Jardine, Baronet, dated Twenty-Seventh March and registered in the Books of Council and Session on Tenth April both months in the year Two Thousand and Three, being "The Trustees of the 2003 Castle Milk Trust", c/o Castle Milk Estate Office, Norwood, Lockerbie, DG11 2QX ("the Applicants")**

**Michael Dent, South Lodge, Castlemilk, Kettleholm, Lockerbie, DG11 1BU  
("the Respondent")**

**Tribunal Members:**

**Joel Conn (Legal Member) and Elizabeth Dickson (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that**

1. This is an application by the Applicants for civil proceedings in relation to an assured tenancy in terms of rule 70 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 said to be a short-assured tenancy of the Property by the Applicants to the Respondent commencing on 1 April 2015. The application was dated 29 May 2025 and lodged with the Tribunal on that date.

2. The application sought payment of arrears of £1,210 due at 28 May 2025 along with interest at 4% above the base rate of Royal Bank of Scotland plc. The Tenancy Agreement included with the application contained at clause FOUR a right to seek interest on late payments at that rate. The application papers contained a rent statement showing the sum of £1,210 due as at 28 May 2025.
3. In advance of the original case management conference (“CMD”) of 16 December 2025, the Applicants’ agent lodged an updated rent statement, covering the period from 31 March 2015 until 1 December 2025, and a motion to amend the sum sought to the amount in the statement (£4,272). The rent statement showed the dates that the passing rent had been increased from the original £425/month to £540/month. It further showed that the rent had mostly been in arrears since 1 May 2016. According to the statement, the rent had continually been in arrears since 1 April 2020, though the sum in arrears fluctuated during that period (dropping to £72 on 31 December 2024 before starting to climb again). The arrears as of 1 December 2025 were said to be £4,272, being the highest arrears in the entire period from 31 March 2015.

### **Procedural background**

4. On 16 December 2025 at 10:00, at a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, sitting remotely by telephone conference call, we were addressed by the Applicants’ agent, Edward Gratwick, solicitor, of Anderson Strathern and the Respondent’s agent, Roxanne West, solicitor, of Pollock & McLean. The Applicants’ office manager, Alison Green, and estates manager, Jamie Buchanan-Jardine, were also in attendance but provided no submissions. The Respondent was not personally present.
5. The Applicants’ agent confirmed that the application was still insisted upon (as was a conjoined application for eviction (EV/25/2327) which was granted on 16 December 2025). In regard to arrears, he stated that a payment of £600 had been received on 12 December 2025 and the current balance was now £3,672 for the period to 31 December 2025. He confirmed his motion was now to amend the order sought to that lower amount.
6. The Respondent advanced a dispute that the sum was not admitted as he believed his father had made further payments which had not been credited. The Respondent did accept that interest at 4% above the RBS base rate was contractually due in regard to any arrears. The Respondent further did not dispute that there had been rent increases over the period of the Tenancy (and we made a finding in fact in the Decision in EV/25/2327 that the “monthly rent was increased to £450 on 1 April 2017, £470 from 1 April 2019, £500 from 1 April 2021, and £540 from 1 January 2025”).
7. The Applicants’ agent did not concede any error in the rent statement and, after submissions on potential further procedure, we adjourned to a hearing for witness evidence and issued a Notice of Direction seeking that the Respondent provide: vouching as to payments made; confirmation as to the sum he says is due in arrears; and if he wished, a Time to Pay order in regard to any

undisputed sum. We also sought for the Applicants to provide an updated rent statement.

8. Further to the Notice of Directions, the Applicant lodged a rent statement on 16 January 2026 showing the sum of £4,212 due as at that date. It showed the sum of £3,672 said to be due as of 16 December 2025 but with a further rent payment of £540 coming due on 1 January 2026.
9. The Respondent lodged submissions on 6 January 2026 (so prior to the Applicants' updated rent statement and presumably based on the statement before the Tribunal at the CMD) stating:
  - a) "The Respondent now accepts that the payments previously thought to have been omitted from his account are in fact now included";
  - b) Noting that it was "acknowledged and conceded by the Applicant and that had the effect of reducing the sum claimed by the Applicant from £4,272 to £3,672 at the date of the Hearing" (which "Hearing" we took to mean the CMD of 16 December 2026);
  - c) That "at the date of this email [ie 6 January 2026] the outstanding balance of rent arrears due by him to the Applicant is £3,672"; and
  - d) That the Respondent "is continuing to make payment at £600 per month with £60 of that being towards arrears" and that if "the Respondent receives payment of arrears of benefit which are due to him, he will apply that immediately the rent arrears".

We noted that, though it was helpful that the Respondent no longer sought to advance a defence that credits were missing from the rent statement, the submissions fell short of representing a common position with the Applicants. First, there was no express consent to an order. Second, the Respondent's agent asserted that payments of £600 were being made, but did not say when the last was made (so we could not reconcile against the Applicants' statement). Third, the Applicant's position was that the rent arrears as of 1 January (and through to 16 January) 2026 were £4,212 but the Respondent was asserting that arrears as of 6 January 2026 were £3,672 (being unchanged from the figure due as at the date of the CMD of 16 December 2026).

10. The Hearing was assigned for 2 June 2026. In the week proceeding, the Applicants' agent lodged email correspondence between the parties of 21 May 2026 where the Applicants' agent sought confirmation as to whether there was any opposition to "an Order in the payment action ... be[ing] pronounced as craved". The Respondent's agent replied that he had "no instruction... to the effect that... [the Respondent] seeks to oppose the granting of the order craved". Neither email mentioned the figure that the agent regarded as the amount "craved". The Applicants' agent sought that the Hearing be discharged and a decision issued without a hearing under Rule 18 but they did not express the specific order sought. In the circumstances of these ambiguities, and the potential for doubt as to whether there was consensus between the parties, we declined to discharge the Hearing.

## **The Hearing**

11. On 2 June 2026 at 10:00, at a Hearing of the First-tier Tribunal for Scotland Housing and Property Chamber, sitting remotely by Webex videoconference, we were addressed by the Applicants' agent, Matthew Morrison, trainee solicitor, of Anderson Strathern. There was no appearance for the Respondent.
12. The Tribunal's clerk confirmed that a meeting request, providing the Webex log-in details, was marked as declined by the Respondent's agent. We adjourned until 10:05 but no one appeared for the Respondent. In light of the email correspondence of 21 May 2026, and the non-appearance of the Respondent or his agent, we chose to proceed with the Hearing in the absence of the Respondent. (In any case, no attempt was made by the Respondent nor anyone on his behalf, to join the videoconference at any point.)
13. The Applicants' agent did not provide an updated rent statement (despite a reference in the email exchange of 21 May 2026 implying that, prior to conclusion of the Tenancy, the arrears had increased past the figure of £4,212.00). He lacked any firm information as to whether a payment was made in January 2026, though he believed none had been paid. In the circumstances, in light of the apparent agreement between the parties that the rent arrears through to 31 December 2026 were £3,672.00, the Applicants' agent chose to make a motion for an order in that sum, for the period to 31 December 2026 only, and with interest at the agreed rate of 4% above Royal Bank of Scotland base rate from today's date.
14. No motion for expenses was made.

## **Findings in Fact**

15. By a Minute of Lease for a short-assured tenancy commencing on 1 April 2015, the parties agreed that the Applicants would lease the Property to the Respondent commencing at that date for an initial period of six months and continuing "month to month thereafter" ("the Tenancy").
16. Under clause FOUR of the Tenancy Agreement, the Respondent was to make payment of £425 per month in rent in advance to the Applicant on the 1st of each month.
17. Further under clause FOUR of the Tenancy Agreement, interest applies at "the rate of Four per centum per annum above the base rate for the time being charged by The Royal Bank of Scotland plc on unsecured overdrafts on such [rent] payments from the time the same became due until payment of the same".
18. The passing monthly rent was increased to £450 on 1 April 2017, £470 from 1 April 2019, £500 from 1 April 2021, and £540 from 1 January 2025.
19. As of 31 December 2015, the Respondent was in rent arrears of £3,672.00 for the period to that date.

20. The Respondent provided no evidence of payment of any part of the said unpaid rent due to 31 December 2015 of £3,672.00.

### **Reasons for Decision**

21. The application was in terms of rule 70, being an order for civil proceedings in relation to assured tenancies.
22. The rent statement provided was detailed and we were satisfied with the evidence provided by the Applicants and noted the Respondent now agreed with the arithmetic (at least for the period to 31 December 2025).
23. We were satisfied, on the basis of the application and supporting papers, and further submissions at the original CMD and the Hearing, that rent arrears in the figure of £3,672.00 were outstanding for the period to 31 December 2025 and were still outstanding at the date of the Hearing.
24. In all the circumstances, we were thus satisfied that the necessary level of evidence for such civil proceedings on the sum of £3,672.00 had been provided and we made a decision to award the sum of £3,672.00 against the Respondent, with interest at the contractual rate of 4% above RBS base rate, with interest from today's date.
25. We note that this sum relates to rent due through to 31 December 2025 and the Applicants thus preserve their position in regard to any further claim under the lease against the Respondent.

### **Decision**

26. In all the circumstances, we were satisfied to make the decision to grant an order against the Respondent for payment of the sum of £3,672.00 against the Respondent, with interest at 4% above the Royal Bank of Scotland base rate, to the Applicants.

### **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

2 June 2026

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Legal Member/Chair

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Date