



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/25/3030

Re: Property at 14 MULL, ST LEONARDS, EAST KILBRIDE, G74 2DX (“the Property”)

Parties:

Mrs Pauline Watson, 55 Caravelle Gardens, East Kilbride, G74 4FN (“the Applicant”)

Mr Christopher McSorley, 65 Hudson Terrace, East Kilbride, G75 8JG (“the Respondent”)

Tribunal Members:

Ms H Forbes (Legal Member) and Mr N Allan (Ordinary 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 should be granted in favour of the Applicant in the sum of £ £3807.82 with interest thereon at the rate of 1% per annum above the Bank of England base rate from the date of decision until payment.

Background

1. This is a Rule 70 application whereby the Applicant was seeking an order for payment in the sum of £4735 in respect of rent arrears.
2. Both parties lodged written representations and productions prior to the Case Management Discussion.
3. A Case Management Discussion (“CMD”) took place by telephone conference on 10th February 2026. Both parties were in attendance. The Respondent indicated that he disputed the sum due and the end date of the tenancy. The application was continued to an evidential hearing. The Tribunal issued a Direction to both parties in the following terms:

The Applicant is required to provide:

- 1. The date of all property inspections.*
- 2. The date that a cleaner was engaged to attend at the Property.*
- 3. The date that the cleaning contract ended at the Property.*
- 4. The date that the locks were changed at the Property.*
- 5. Any documents, notes, emails or messages showing or tending to show when the Respondent intended to move out of the Property.*
- 6. A list of witnesses the Applicant intends to call to give evidence at the hearing.*
- 7. Any other documentation the Applicant wishes to rely upon which is not already lodged.*

The Respondent is required to provide:

- 1. A full list of payments made by the Respondent to the Applicant from 28 August 2020 to the end of the tenancy.*
- 2. Any documents, notes, emails or messages showing or tending to show when he advised the Applicant that he intended to move out of the Property.*
- 3. A list of witnesses the Respondent intends to call to give evidence at the hearing.*
- 4. Any other documentation the Respondent wishes to rely upon which is not already lodged.*

Reason for Direction

There is a factual dispute between the parties about the date that the tenancy ended. The Respondent's position is that he left the Property before 14 February 2024 and the locks had been changed within a week or so. The Applicant's position is that the tenancy ended in or around April 2024. The Respondent disputes the level of rent arrears claimed and indicated to the Tribunal that he can provide more bank statements in relation to the rental payments made by him. The parties are in dispute about a cleaning contract which related to the Property. The production of documentation may assist the Tribunal in determining the disputed issues.

4. By email dated 30th April 2025, the Applicant responded to the Direction
5. The Respondent failed to comply with the Direction.
6. By letter dated 14th May 2026, parties were notified of a hearing to take place on 15th June 2026.
7. By email dated 10th June 2026, the Respondent requested a postponement of the hearing, stating that he had prior work commitments that could not be changed. The Respondent stated that he had concerns about the integrity and legality of the process, as forged documents had been accepted into the record.

8. By email dated 12th June 2026, the Applicant opposed the postponement, stating that she had to take the day off work to attend the call.
9. On 12th June 2026, the Respondent was notified that an application for postponement required to be made in accordance with Rule 28 of the Procedural Rules. The Respondent was invited to submit evidence to support his postponement request. The Respondent was informed that the hearing would proceed in the absence of a proper application for postponement. No response was received from the Respondent.

The Hearing

10. A hearing took place by telephone conference on 15th June 2026. The Applicant was in attendance. The start of the hearing was delayed to allow the Respondent to join the call. The Respondent did not join the call.
11. The Tribunal considered the terms of Rule 29. The Tribunal determined that the requirements of Rule 24(1) had been satisfied in respect of the Respondent. The Tribunal considered it was appropriate to proceed with the application in the absence of the Respondent, as no proper application for postponement had been made.
12. The Tribunal explained that the issues in dispute appeared to be the end date of the tenancy and how much rent was due. The issue of monthly cleaning costs was not relevant, as this sum had not been included within the sum sought.
13. The Applicant explained that the tenancy commenced on 5th October 2015. A further tenancy agreement was put in place between the parties after the expiry of the initial 6 months. The rent was £395. The Applicant said a notice to quit and section 33 notice were served upon the Respondent in January 2024, requiring him to remove from the Property by 5th April 2024.
14. The Applicant said the Respondent left the Property when he was allocated social housing. The Respondent did not inform the Applicant of the date of leaving. The Applicant attended at a garage attached to the Property on 20th March 2024, at which point she observed carpets outside the Property. On checking, she discovered the Property was empty, but for a few items. The Respondent had removed items of furniture belonging to the Applicant. The Applicant changed the locks at that time. Responding to questions from the Tribunal as to the fact that the Respondent claimed to have left on 14th February 2024, the Applicant said she had attended at the garage around two weeks before 20th March 2024, and there were lights on in the Property at that time, which suggested the Respondent was still in occupation. The Tribunal viewed a video submitted by the Applicant, said to have been recorded on 20th March 2026. The video showed the Property to be unoccupied with some items of furniture remaining. The Tribunal was unable to view the date that the video had been recorded.

15. Responding to questions from the Tribunal, the Applicant said the tenancy deposit of £395 was returned to her by the tenancy deposit scheme. The Applicant informed the scheme that there were rent arrears. There was no adjudication as the Respondent did not contest the return of the deposit.
16. Responding to questions from the Tribunal as to whether the rent was paid in advance or in arrears, the Applicant said the payment date had changed during the tenancy at the request of the Respondent.
17. Responding to questions from the Tribunal as to why there were differences between the tenancy agreement lodged by the Applicant and the copy lodged by the Respondent, the Applicant said she was unsure. There were two copies of the tenancy agreement.

Evidence of Mr John Watson

18. Mr John Watson gave evidence for the Applicant. He is the Applicant's husband. He is employed as a building surveyor.
19. Mr Watson said the Applicant took the lead in preparation of documents for the tenancy. Mr Watson said he attended at the Property in 2015 and witnessed the signature of the Respondent on the tenancy agreement. Mr Watson was unaware why there might be two copies of the tenancy agreement with different information.
20. Mr Watson said that on or around 20th March 2024, he and the Applicant had been at the garage attached to the Property and discovered the Property was empty.

Findings in Fact and Law

21.
 - (i) Parties entered into a short assured tenancy agreement in respect of the Property which commenced on 5th October 2014 for a period of six months at a monthly rent of £395.
 - (ii) Parties entered into a further short assured tenancy agreement which commenced on 3rd April 2016 for a period of six months at a monthly rent of £395.
 - (iii) The Respondent paid the Applicant a tenancy deposit in the sum of £395 at the start of the tenancy.
 - (iv) Notice to quit and section 33 notice were served upon the Respondent requiring him to leave the Property by 5th April 2024.
 - (v) The Respondent left the Property on or before 20th March 2024.
 - (vi) The Applicant discovered the Property was empty on 20th March 2024.

- (vii) The tenancy ended on 20th March 2024.
- (viii) Rent lawfully due has not been paid by the Respondent to the Applicant.
- (ix) The Applicant is entitled to recover rent lawfully due.
- (x) The Applicant was awarded the tenancy deposit through an undisputed claim to the approved tenancy deposit scheme.

Reasons for Decision

22. The Tribunal considered the Applicant and her witness to be credible in their evidence.
23. The Respondent failed to inform the Applicant of the date of vacating the Property. The Tribunal noted that the Respondent claimed to have left the Property on 14th February 2024 and to have retained the keys to the Property to remove further items. The Respondent was afforded an opportunity to provide evidence of the end date of the tenancy and failed to do so. Although the Tribunal was unable to view the date of recording of the video, the Tribunal considered, on the balance of probabilities, that the tenancy ended on 20th March 2026, when the Applicant became aware that the Respondent had vacated the Property and the locks were changed.
24. The Tribunal noted that the Respondent failed to provide any evidence of rent payments during the period covered by the rent statement lodged by the Applicant. The Applicant had calculated rent arrears to the end of April 2024, despite having changed the locks on 20th March 2024. The Tribunal considered that the Applicant was not entitled to claim rent for a period after changing the locks. The Tribunal considered the Applicant could not claim for rent arrears that were covered by the recovered tenancy deposit. The Tribunal calculated the sum of £3807.82 to be due to the Applicant. This is calculated by deducting the sum of £532.18 for the period from 20th March to 30th April 2024 (£12.98 per day – 41 days – £532.18) and further deducting the sum of £395 tenancy deposit.
25. The Respondent had challenged the validity of the tenancy documentation in respect of the first tenancy agreement. The Tribunal was unable to determine the reason that the copies of documents submitted by the parties differed. This in itself was not relevant to the question of whether there was a tenancy between the parties. A tenancy commenced in 2014, and the Respondent paid monthly rent for the Property. The Respondent failed to pay rent lawfully due. The Tribunal noted that the tenancy agreement commencing on 3rd April 2016 appeared to have been signed by both parties, and was not challenged by the Respondent. The Tribunal was satisfied that the terms of that tenancy agreement were valid and that the Applicant was entitled to seek contractual interest.

26. Rent lawfully due is outstanding. The Applicant is entitled to recover rent lawfully due.

Decision

27. An order for payment is granted in favour of the Applicant in the sum of £3807.82 with interest thereon at the rate of 1% per annum above the Bank of England base rate from the date of 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.

— Helen Forbes

Legal Member/Chair

Date: 15 June 2026