



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) 2016 Act

Chamber Ref: FTS/HPC/CV/25/1455

Re: Property at Flat 2/2, 20 Plantation Park Gardens, Glasgow, G51 1NW (“the Property”)

Parties:

Miss Heather Barker, Suite 5, Platinum House, Craighall Business Park, 23 Eagle Street, Glasgow, G4 9XA (“the Applicant”)

Miss Heather Gibson and Mr Michael Paul, UNKNOWN, UNKNOWN (“the Respondents”)

Tribunal Members:

Serena Weir (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for payment in the sum of NINE THOUSAND, TWO HUNDRED AND SIXTEEN POUNDS AND FIFTY-SIX PENCE (£9,216.56) STERLING be granted against the Respondents.

Background

1. This was an application by the Applicant for civil proceedings in relation to a private residential tenancy (“**PRT**”) in terms of rule 111 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.
2. The application was lodged with the Tribunal on 07 April 2025. The application sought payment of arrears of £10,336.56.

The Case Management Discussion (“CMD”)

3. The application called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 26 May 2026 at 10:00AM.
4. The Applicant was represented by Lucas Brightley, Property Manager, Wester Lettings. There was no appearance from the Respondents. No contact had been received from either Respondent in advance of the CMD. The Applicant’s representative said that no communication had been received from either Respondent about the CMD.

5. Notice of the CMD had been by way of advertisement on the Tribunal's website. A copy of that notice had also been sent to the Respondents by email to the email addresses noted on the lease. Having not commenced the CMD until around 10:05AM and having considered the terms of Rule 29, the Tribunal determined that the requirements of Rule 17(2) of the Rules had been satisfied, and it was appropriate to proceed with the application in the absence of the Respondents.
6. At the CMD, the Applicant's agent confirmed that the application for an order for payment of rent arrears was still insisted upon in the sum of £10,336.56. Further information was sought on the queries which the Tribunal had on the breakdown of the arrears and period over which they were said to have accrued.
7. The paperwork relied upon in support of the application included:-
 - 7.1. A lease between the Applicant and Respondents in relation to the Property dated 06 November and 01 December 2023. The lease had a start date of 01 December 2023. The rent was noted as being a total of £161.54 per week payable in advance.
 - 7.2. A rent statement dated 20 March 2025 which spans the period 02 November 2023 to 13 March 2025, which shows the rent payments due by and actually received from both Respondents. This statement notes that the arrears over that period are £7,541.56.
 - 7.3. A rent statement for the period 01 October 2022 to 01 October 2023 in relation to the rent payments due by and actually received from Heather Gibson which notes that the arrears over this period were £1,200.
 - 7.4. A rent statement for the period 01 October 2022 to 01 October 2023 in relation to the rent payments due by and actually received from Michael Paul which notes that the arrears over this period were £475.
 - 7.5. Text message exchanges with the Respondents in relation to the sums owed for rent.
 - 7.6. Bank statements for the period 03 October 2022 to 05 May 2023 and 13 June to 18 September 2023 showing payments made by Heather Gibson.
 - 7.7. Bank statements for the period 03 June 2019 to 30 June 2023 showing payments made by Michael Paul.
 - 7.8. A letter to the Respondents dated 01 December 2022.
8. The Applicant's representative explained that the Applicant and Respondents were friends at the point at which the Applicant leased the Property to them. The rent at that time was £350 per month payable on the first of each month by each Respondent. The Applicant's representative had taken over management of the Property in late 2023. The Applicant's position was that the rental arrears due by Heather Gibson began to accrue from October 2022 onwards. For Michael Paul, it was said that these arrears began in December 2021.
9. It was acknowledged that the Applicant had not retained records over the whole period during which the Respondents had rented the Property and that the paperwork that had been put in place to record the terms of the tenancy arrangement had not been professionally drafted. It was quite properly conceded by the Applicant's representative that the effect of this was that the Tribunal did not have sufficient evidence to demonstrate the sums owed and the sums paid by the Respondents in relation to the PRT before they took over management of the Property.
10. The Applicant's position was that Michael Paul was in arrears of £1,625 over the period December 2020 to October 2023. The rent payable by Michael Paul to the

Applicant between December 2020 and September 2022 was said to be £125 per week. The rent payable by Michael Paul to the Applicant between October 2022 and October 2023 was said to be £350 per month. Having regard to the bank account statements which had been produced on behalf of the Applicant, the Tribunal could only find evidence that the sum of £475 was owed by Michael Paul to the Applicant for rent over this period.

11. The Applicant's position was that Heather Gibson was in arrears of £1,200 over the period October 2022 to October 2023. The rent payable by Heather Gibson to the Applicant between October 2022 and October 2023 was said to be £350 per month. Having regard to the bank account statements which had been produced, the Tribunal concluded that the sum of £1,200 was owed by Heather Gibson to the Applicant over this period.
12. The Applicant's position was that between 02 November 2023 and 13 March 2025, the arrears of rent owed by the Respondents were £7,541.56. The total rent due by the Respondents during that period was £161.54 per week payable in advance. A copy of a rental statement dated 20 March 2025 was produced in support of the arrears said to be owed over this period.

Findings in Fact

13. The Applicant is the owner and landlord of the Property.
14. The Respondents were the tenants of the Property by virtue of a PRT.
15. The rent due in respect of the tenancy was originally £125 per week from each Respondent between December 2020 and September 2022.
16. The rent due in respect of the tenancy was £350 per month from each Respondent between October 2022 and October 2023.
17. The total rent due from the Respondents in respect of the tenancy was £161.54 per week payable in advance between 02 November 2023 and 13 March 2025.
18. Rent lawfully due has not been paid by the Respondents to the Applicant. The Applicant is entitled to recover rent lawfully due.
19. The Respondents did not lodge any written representations with the Tribunal, nor attend the CMD.

Reasons for Decision

20. The application was in terms of rule 111, being an order for civil proceedings in relation to a PRT.
21. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation and the oral submissions made at the CMD on behalf of the Applicant.
22. The Tribunal had no material before it to advance any arguments on behalf of the Respondents.
23. The Tribunal determined that an order for payment could properly be granted at the CMD pursuant to rule 17(4) of the Rules and that there was no need for an adjournment to a further hearing or further Tribunal procedure.
24. The Tribunal was satisfied, on the basis of the application and supporting papers, that rent arrears of £9,216.56 were due, for the period to October 2022 to March 2025 and remained outstanding as of today. Based on the documentation presented to the Tribunal at the CMD, it was not satisfied that there was sufficient evidence to demonstrate that there were arrears of rent owed by the Respondents before this date.

Decision

25. In all the circumstances, the Tribunal was satisfied to make the decision to grant an order against the Respondents for payment to the Applicant of the sum of

NINE THOUSAND, TWO HUNDRED AND SIXTEEN POUNDS AND FIFTY-SIX PENCE (£9,216.56) STERLING.

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.

Serena Weir

26th May 2026

Legal Member/Chair

Date