

Housing and Property Chamber
First-tier Tribunal for Scotland



**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/25/5443

**Re: Property at 296 Foundry, Winterthur Lane, Dunfermline, KY12 9GB (“the
Property”)**

Parties:

**Kingdom Initiatives Limited, Saltire Centre, Pentland Drive, Glenrothes, KY6
2DA (“the Applicants”) and**

**Mr Christopher Stewart, 296 Foundry, Winterthur Lane, Dunfermline, KY12 9GB
 (“the Respondent”)**

Tribunal Member:

George Clark (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the application should be decided without a
Hearing and made an Order for Payment by the Respondent to the Applicants
of the sum of £656.94. The request for interest on that sum was refused.**

1. By application, dated 17 December 2025, the Applicants sought an Order for Payment in respect of unpaid rent that had become lawfully due by the Respondent to the Applicants. The sum sought was £656.94. The Applicants were also seeking interest on that sum from the date of the Tribunal's Decision until payment.
2. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Parties commencing on 5 May 2023 at a monthly rent of £542.50, and a Rent Statement showing arrears at 12 November 2025 of £656.94.
3. The application stated that in July 2023, the Respondent's Direct Debit had been incorrectly altered by the Applicants from £542.50 to £410.85 per month. This had resulted in arrears accruing at the rate of £131.65 per month. No communication had been received from the Respondent querying the change. In February 2024, the Applicants became aware that the Direct

Debit was wrong and contacted the Respondent to request repayment of the arrears. On 20 June 2024, the Respondent advised them that he was disputing the level of arrears due to the Direct Debit being altered in error. The Applicants offered a credit of one week's rent, but the Respondent did not reply to that offer. On 24 June 2025, the Applicants applied a rent adjustment of £921.55 to the rent account to cover the arrears during the seven-month period between the Direct Debit being changed in error in August 2023 and the Applicants informing the Respondent of the error in February 2024. They contended that the Respondent is contractually obliged to make full payment of monthly rent regardless of the preferred payment method. The Respondent has refused to fully engage with the Applicants and the sum sought remains due.

4. On 1 June 2026, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 22 June 2026. The Respondent did not make any written representations to the Tribunal.

Case Management Discussion

5. A Case Management Discussion was held by means of a telephone conference call on the morning of 8 July 2026. The Applicants were represented by Miss Simone Callaghan of TC Young solicitors, Glasgow. The Respondent was not present or represented.
6. The Applicants' representative told the Tribunal that no sums had been paid towards the arrears since the date of the application.

Reasons for Decision

7. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a Hearing.
8. The Tribunal agreed with the Applicants that the contractual rent remains due irrespective of the method of payment and the Applicants' error in adjusting downwards the monthly Direct Debit. The Tribunal noted that the application of the adjustment of £921.55, being seven times the monthly shortfall of £131.65, created a debit balance on the rental account of £656.94 and this was the sum sought in the application. Accordingly, the Tribunal was satisfied that this sum had become lawfully due by the Respondent to the Applicants.
9. The Tribunal was not prepared to make an award of interest on the sum due. There was no provision in the tenancy agreement for interest on unpaid rent and the situation originated with an error on the part of 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.

George Clark

Legal Member/Chair

8 July 2026
Date