

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)**

Chamber Ref: FTS/HPC/CV/25/3481

Re: Property at 163 Methil Brae, Methil, Fife, KY8 3LT (“the Property”)

Parties:

Mr Kuldip Purewal, Ingleside House, Leslie Glenrothes, Fife, KY6 3JA (“the Applicant”)

Miss Staci Robinson, 163 Methil Brae, Methil, Fife, KY8 3LT (“the Respondent”)

Tribunal Members:

Virgil Crawford (Legal Member) and Jane Heppenstall (Ordinary Member)

Decision

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

BACKGROUND

1. By lease dated 30 January 2024 the Applicant let the Property to the Respondent.
2. Rent was payable, initially, at a rate of £550.00 per calendar month.
3. A Notice to Leave was served upon the Respondent intimating that vacant possession of the Property was sought as the Applicant intended to sell the Property. The Applicant had presented a separate Application to the Tribunal (case reference EV/25/2659). A Case Management Discussion in relation to that case called at the same time as a Case Management Discussion in relation to the present case. In relation to the Application for an eviction order, the Respondent did not oppose that and the Tribunal granted an order for eviction.
4. A separate application, however, was presented seeking an order for payment of arrears of rent. This application suggested that, following service of the Notice to Leave, the Respondent discontinued payment of rent. At the time of

the application, it was stated that rent was in arrears for a period of four months, the arrears amounting to £2,395.00. Rent statements subsequently provided to the Tribunal indicated the monthly rent to be £615.00 per calendar month.

THE CASE MANAGEMENT DISCUSSION ON 23rd JANUARY 2026

5. The Tribunal was advised that a Mr Chris Gladden, letting agent, had joined the Case Management Discussion. The Tribunal was advised he was to be a witness on behalf of the Applicant. On the basis the Tribunal had not heard from either Party Mr Gladden was asked to terminate his call. He agreed to do so. It was not appropriate that he, as a potential witness, listened to the discussion to be embarked upon.
6. At the Case Management Discussion, the Applicant's representative, Mrs S Mahey, stated that rent was now in arrears for a period of 10 months, being a total amount of £6,150.00. She moved the Tribunal to amend the amount claimed to that amount. While there had been no formal request submitted to the Tribunal prior to the Case Management Discussion seeking an amendment to the amount claimed, a rent statement had been provided indicating that arrears in the sum of £6,150.00 existed.
7. The Respondent disputed the arrears of rent. Her position was straightforward. The Respondent maintains that all rental payments due have been made. The Respondent advised that rental payments have been paid in cash to Mr Herminder Mahey. It was explained by Mrs S Mahey that the Applicant is her father. Mr Herminder Mahey is her husband.
8. Mrs Mahey maintained that no payments have been received for a period of 10 months. She challenged the veracity of this assertion being made by the Respondent.
9. Within documents submitted to the Tribunal with the application were documents which indicated that rental payments were being withheld due to defects within the Property. The Respondent, however, disputed that. She advised that, at an early stage in the tenancy, rent had been withheld due to repairs being required. Those withheld rental payments, however, were subsequently made. She maintained her position that all rental payments due have been made by her, payments having been made in cash.
10. Given the stark contrast between the positions of the parties, a hearing requires to be assigned.
11. Given a hearing is to be assigned, the Tribunal refused the request to amend the amount claimed by way of rent arrears. The Tribunal noted that there had been no formal request made prior to the Case Management Discussion. Separately, however, it appears highly likely that an assertion will be made

that rent arrears have increased again prior to the hearing to be assigned. The Tribunal advised that, if an amended amount is to be claimed, the Applicant should, in advance of the hearing, present an application to the Tribunal, along with an updated rent statement, advising of the amount then claimed.

12. Both Parties were advised that, no later than 14 days prior to the hearing, they should provide to the Tribunal a list of any witnesses they intend to call and copies of any productions they would intend to refer to. Mrs Mahey intimated that she had an email from an employee of the local authority containing information which suggested that the Respondent had stated that she was withholding rent. She enquired whether the employee could be called as a witness. The Tribunal intimated that it was not permitted to advise parties how to present their case but, if the Applicant considered that to be useful or relevant evidence, it was a matter for the Applicant to decide whether to lodge the email and, separately, whether to call its author as a witness.
13. Similarly, in relation to the Respondent, she had advised the Tribunal that, when paying her monthly rent in cash, she would uplift funds from her bank to enable the cash payment to be made. It is a matter for the Respondent whether she wishes to produce bank statements showing the rental funds being uplifted on a monthly basis to enable payments to be made.
14. In relation to the rental increase, the Respondent advised that she was told that rent was being increased from £550.00 to £615.00 but only shortly before the increase took effect. She stated that, because of the short notice given, the housing element of her benefits was not increased for the first monthly payment of the rent increase. In relation to the rent increase, therefore, the Tribunal suggested that it would be helpful if any rent increase notices served upon the Respondent were provided to the Tribunal to enable it to determine the rent payable at each stage of the tenancy to enable it, if necessary, to determine any amount of rent which may be outstanding.
15. Mrs Mahey enquired as to whether she was entitled to obtain legal representation at a hearing. Again, the Tribunal stated that it was a matter for each party to decide whether they wish to instruct a Solicitor or any other representative. It was pointed out that if a Solicitor was instructed the Tribunal ordinarily will not make any award of expenses at the conclusion of proceedings. It was a matter for each party, therefore, to decide whether they would wish to incur the cost of any legal advice or representation but, for the avoidance of doubt, there was no prohibition on legal agents appearing before the Tribunal to represent parties.

THE HEARING ON 31st JULY 2026

16. The Applicant was again represented by Miss S Mahey. The Respondent participated personally.

17. In advance of the Hearing the Applicant had forwarded an updated rent statement to the Tribunal with a request that the amount claimed be amended to £6,765.00.
18. Separately, prior to the Hearing, both Parties forwarded further written submissions and other documentation to the Tribunal. Most of this related to issues relating to the Property and whether there were any defects in the Property during the tenancy. The Applicant, however, separately forwarded to the Tribunal screenshots of messages between himself and a Miss I Watson of Frontline Fife, a support worker who had previously been assisting the Respondent in connection with housing matters.
19. At the outset of the hearing, the Tribunal sought clarification from the Respondent in relation to the submissions and documentation she had forwarded to the Tribunal. The Tribunal pointed out that, at the Case Management Discussion, the position of the Respondent was that all rent payments had been paid. While she referred, at the Case Management Discussion to previous defects within the Property, the Tribunal was advised at that time that those matters had been attended to and any rent which had been withheld previously had been paid. In the circumstances, the Tribunal enquired as to the purpose or intended use of the information submitted in advance of the Hearing.
20. The Respondent again confirmed her position to be that all rental payments due have been made, those having been paid by her, in cash, to, or on behalf of the Applicant. While she had forwarded information about previous defects with the Property, those were forwarded by her in response to information presented by the Applicant. She confirmed, for the avoidance of doubt, that they were not relevant to her defence to the payment order sought, her position in relation to that being clear – all payments due have been made.
21. The Tribunal made enquiry of the Respondent in relation to the screenshots which had been provided. As stated, the screenshots were between a Miss I Watson of Frontline Fife and the Applicant. The screenshots related to the Respondent and the issue which is in dispute before the Tribunal. The screenshots referred, separately, to a payment order which had previously been granted against the Applicant for failing to lodge a tenancy deposit with an approved scheme within the required timescale. It would appear that a payment order in the sum of £825.00 was granted in favour of the Respondent and against the Applicant. The screenshots enquired as to whether the Respondent was willing to have that amount deducted from the outstanding rental payments due by her.
22. On 19th November 2025, Miss Watson replied to the Applicant, the reply being in the following terms:-

“The tenant said that she does not want this money deducted from rent arrears. She has withheld the rent due to repairs and this is in a separate bank account to be paid on completion. You and I have discussed this and as you know, I have advised the client to start paying this.”

23. The Respondent was asked whether she had stated to Miss Watson that she was withholding rent due to repairs which were allegedly required at the Property. The Respondent confirmed that she had said that to Miss Watson. She advised that she had intimated that to Miss Watson during September 2025 rather than November 2025. She advised, however, that the information she provided to Miss Watson was not correct. While she had said to Miss Watson that she was withholding money due to repairs outstanding, that was not factually correct. She had not been withholding rent. She did not have rent money in a separate account. Her position to the Tribunal was that, as previously stated, all rental payments have been made and no sums are outstanding.
24. The Tribunal enquired as to why she would provide false information to Miss Watson, a person who was attempting to support her with her housing needs. The Respondent suggested it was a “spur of the moment” thing. When given a further opportunity to explain why she would provide false information to a person who was supporting and assisting her she advised “I don’t know” and “I obviously wasn’t thinking properly”.
25. The Tribunal advised the Respondent that, when a payment order was sought, if her position is that she has made payment, the onus was on her to prove that payment had been made. The Tribunal noted that, at the Case Management Discussion, the Respondent advised that she had, each month, uplifted money from her bank account to enable her to make cash payments in relation to her rent. The Tribunal intimated at the Case Management Discussion that it would be of assistance at any hearing if copy bank statements showing such money being uplifted on a monthly basis were provided. The written note issued by the Tribunal after the Case Management Discussion referred to this matter while pointing out that it was a matter for the Respondent as to whether she wished to provide such bank statements.
26. The Respondent again advised that payments of rent had been made in cash and she had uplifted the money from her bank monthly. Despite that, she had not provided any bank statements and that despite the fact she has had more than 6 months to do so between the Case Management Discussion held on 23rd January 2026 and the Hearing being held on 31st July 2026.
27. The Respondent suggested that she had witnesses who would be able to confirm she made payments in cash. Again, however, she had failed to intimate details of any witnesses to the Tribunal despite this matter having

been raised at the Case Management Discussion and, again, referred to within the Case Management Discussion. Again, she had failed to provide details of any witnesses or arrange for the attendance of any witnesses despite having had a period of more than 6 months to do so.

28. The Respondents position was that rental payments have been made – *“it’s all been paid, that’s all you need to know”* – and expected the Tribunal to proceed on that basis.
29. Mrs Mahey, on behalf of the Applicant, moved the Tribunal to amend the sum claimed to £6,765.00 being the amount due as at the date of termination of the tenancy and thereafter moved the Tribunal to grant a payment order. Mrs Mahey stated, for the avoidance of any doubt, that no rental payments have been paid in cash and the sum claimed is outstanding.
30. The Applicant had intimated details of 2 witnesses to the Tribunal in advance of the Hearing. Those witnesses were available to give evidence if necessary.
31. The Tribunal determined that, on the basis of the information provided by the Respondent, or more accurately, the lack of evidence provided by the Respondent, that payment had been made, it was not necessary to hear from witnesses on behalf of the Applicant. The onus is on the Respondent to provide evidence that payment has been made and the Respondent has singularly failed to do so.
32. On the basis of the information available to the Tribunal, the Tribunal determined that it was appropriate to vary the amount claimed to £6,765.00 and thereafter to grant a payment order in that amount.
33. The Tribunal enquired of the Respondent as to whether she would wish a time to pay direction and explained the purpose of a time to pay direction. The Respondents position was that *“she will get what I can afford”*. The Tribunal enquired as to what amount that was. The Respondent suggested £50.00 per month. Having regard to the amount of the payment order, payment at £50.00 per month would take more than 10 years for payment in full. The Tribunal did not consider that to be reasonable and, in the circumstances, refused to make a time to pay direction.
34. Discussion did take place about the fact the Respondent has a payment order against the Applicant in the sum of £825.00. That amount has not been paid by the Applicant to the Respondent.
35. The Tribunal advised that, in relation to the present proceedings, it requires to make a payment order in the sum of £6,675.00. The Parties confirmed, however, that the amount of £825.00 will be set off against the payment order

made today thereby immediately reducing the amount actually due by the Respondent.

36. Separately, Mrs Mahey advised that the tenancy deposit remained with an approved scheme. The Tribunal advised that it is a matter for the Parties to make any claim they deem appropriate for payment of the deposit and, if it is paid to the Applicant, that may further reduce the actual amount then due by the Respondent. The Tribunal pointed out, however, that it was not appropriate for it to reduce the amount referred to within the payment order in relation to rent arrears, the full amount due in relation thereto being £6,765.00.

REASONS FOR DECISION

37. While the Respondent opposed the making of a payment order, her position, quite clearly, was that all rental payments due had been made by payments in cash. When it is the Respondent's position is that payment has been made, the onus is on the Respondent to prove that fact. In this case, the Respondent had singularly failed to do so.
38. The Respondent suggested that if proceedings were continued, she would be able to produce bank statements and produce witnesses. The Tribunal took account of the history of the proceedings and, in particular, the fact that those very matters were discussed at the Case Management Discussion on 23rd January 2026. The Respondent has had more than 6 months to provide bank statements to the Tribunal, if those were likely to assist her, and has had ample opportunity to provide details of any witnesses who would be able to provide evidence in support of her position. She has failed to do so.
39. The Tribunal has a duty to deal with cases justly. Dealing with cases justly requires the Tribunal to act fairly in relation to both Parties and to avoid delay in the proceedings. Given the period available to the Respondent to provide the information she was referring to, the Tribunal did not consider it just to delay proceedings further.
40. Separately, however, the Tribunal required to consider the credibility and reliability of information provided to it. The Respondent's position, that payment had been made, in full, was based upon her own evidence. In the course of the proceedings she stated *"it's all been paid, that's all you need know"*. The Tribunal, however, did not find the Respondent to be credible. In making that assessment, the Tribunal had regard to the following:-
- a) The Respondent's position to the Tribunal is clearly that no arrears of rent are due and all sums have been paid in full.
 - b) The Respondent accepted that she had provided information to a support worker that she had been withholding rent due to repairs

required at the Property and the withheld rent was in a separate account.

- c) The Respondent accepted that the information she had provided to the support worker was false.
- d) The Respondent was unable to provide any rational explanation as to why she would provide false information to a support worker who was assisting her. While stating to the Tribunal that the provision of false information “*spur of the moment*” thing and that she “*obviously wasn’t thinking properly*” there was no explanation as to why she would make such a false claim in the first place. In general, truthful persons do not lie.
- e) Despite stating to the Tribunal at the Case Management Discussion and at the Hearing that she would be in a position to provide bank statements to evidence the fact she uplifted money on a monthly basis to make payment of her rent, she has failed to provide any such evidence to the Tribunal, despite the fact that such proof, if it existed, ought readily to have been available.
- f) Similarly, despite advising the Tribunal that she had witnesses who would be able to confirm her position, she had failed to provide details of any witnesses nor to arrange for their attendance at the Tribunal, despite having had ample time to do so. The failure of the Respondent to provide such readily available evidence to the Tribunal separately caused the Tribunal to have concern in relation to the credibility of the evidence provided by her.

41. In relation to the making of a time to pay direction, given the Respondent was making an offer of only £50.00 per month in relation to a payment order in excess of £6,000.00 the time for payment at that rate would be excessively long. In the circumstances, the Tribunal determined that it was not appropriate to make a time to pay direction.

DECISION

The Tribunal granted an order against the Respondent for payment of the sum of SIX THOUSAND SEVEN HUNDRED AND SIXTYFIVE POUNDS (£6,765.00) STERLING to the Applicant.

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.

31st July 2026

Legal Member/Chair

Virgil Crawford

Date