



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) Act 2016 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/3503

Re: Property at 24 MacIndoe Crescent, Kirkcaldy, KY1 2JG (“the Property”)

Parties:

Jess and Jinx Ltd - SC685768, Caledonian House, Links Road, Leven (“the Applicant”)

Mr Nicholas Robertson, 24 MacIndoe Crescent, Kirkcaldy, KY1 2JG (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Helen Barclay (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to pay the Applicant the sum of Ten thousand nine hundred and thirty four pounds and fifty five pence (£10,934.55) under the terms of the tenancy agreement between the parties.

The Tribunal therefore made an order for payment in the sum of £10,934.55.

Background

- 1 This is an application for a payment order under rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the 2016 Act. The Applicant sought to recover unpaid rent from the Respondent. The application was conjoined with an application for an eviction order under reference FTS/HPC/EV/25/3499 as it related to the same parties and same tenancy.
- 2 The application was accepted and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take place on 11 March 2026 at 10am. The tribunal gave notice of the CMD to the parties in

accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers on 23 January 2026 and required the Respondent to make written representations in response to the application no later than 12 February 2026.

- 3 No written representations were received from the Respondent.

The CMDs

- 4 The first CMD took place on 11 March 2026 by teleconference. Mr David Aiton of Sinclair Services represented the Applicant. The Respondent attended on his own behalf. The tribunal heard oral submissions from the parties. The following is a summary of the key elements of the submissions.
- 5 Mr Aiton referred to a rent statement that had been submitted on the morning of the CMD which showed arrears had increased to £8704.95 as at 2 March 2026. Mr Aiton conceded that the rent statement had not been intimated in accordance with rule 14A of the Rules and sought an order for payment in the amount of £4395.73 which was the arrears figure at the date the application was made.
- 6 The Respondent accepted that arrears in the sum of £4395.75 were outstanding at the date the application was made. It had been discussed in the conjoined eviction application that the Respondent had applied for universal credit with a housing element and sought to enter into a repayment arrangement in respect of the rent arrears.
- 7 It was discussed that the Respondent would complete an application for a time to pay direction which would contain his income and outgoings, including any benefits he received. The Respondent agreed to submit the application for consideration by the Applicant. The tribunal discussed that if the application for a time to pay direction was not accepted by the Applicant then the matter would be considered by the tribunal.
- 8 The tribunal therefore determined to adjourn the application to a further CMD, along with the conjoined eviction application, to allow the Respondent to submit an application for a time to pay direction, and to afford the Applicant the opportunity to increase the sum claimed in compliance with rule 14A of the Rules. The Respondent was required by the tribunal to submit the application for a time to pay direction no later than 21 days prior to the adjourned CMD.
- 9 On 24 April 2026 the tribunal received a request from Mr Aiton to increase the sum claimed under rule 14A of the Rules which was supported by an updated rent statement.
- 10 On 19 May 2026 the tribunal received an email from Mr Aiton with case law and copy correspondence from Mr Aiton to the Respondent. On 3 July 2026 the tribunal received an email from Mr Aiton with written submissions from Fife Property.

- 11 The tribunal did not receive an application for a time to pay direction from the Respondent.
- 12 The second CMD took place on 8 July 2026 at 2pm by teleconference. Mr Aiton again represented the Applicant. He was joined by Miss Marshall and Mr Cook, both directors of the Applicant. The Respondent joined the call.
- 13 The tribunal had the following documents before it:-
 - (i) Form F application form and supporting documents including private residential tenancy agreement, rent statement and pre-action correspondence between the parties.
 - (ii) Land Certificate confirming the Applicant's ownership of the property and proof of the Applicant's landlord registration.
 - (iii) The Applicant's rule 14A request dated 24 April 2026.
 - (iv) The Applicant's written representations dated 19 May 2026 and 3 July 2026.
- 14 The tribunal proceeded to hear oral submissions from the parties. The following is a summary of the key elements of the submissions.
- 15 Mr Aiton confirmed that the Applicant sought a payment order in the sum of £10,934.55. He noted that the Respondent had expressed a clear intention at the previous CMD to make payments of £800 towards the rent and arrears. The Respondent had failed to do so. Mr Aiton outlined the efforts made by the Applicant to engage with the Respondent in addressing the arrears over a prolonged period of time.
- 16 The Respondent stated that the arrears figure quoted by Mr Aiton must be correct if that was Mr Aiton's position. He couldn't recall when he last made a payment to the rent account but it was likely March. He was not seeking to make any excuses as to why he had not made payments as proposed at the previous CMD. He is now in full time employment as a roofer and in a position to make payments. He had not submitted a time to pay application as he did not know how to do this.
- 17 The tribunal adjourned the CMD to deliberate, at which point parties left the call, before resuming the proceedings and confirming the outcome.

Findings in fact and law

- 18 The Applicant is the owner and landlord, and the Respondent is the tenant of the property in terms of a private residential tenancy agreement, which commenced on 1 September 2021.

- 19 The rent payable under the tenancy agreement was £520 per calendar month. The rent was increased to £582.40 per month from 13 March 2025.
- 20 The Respondent has failed to pay rent as agreed. The balance of rent arrears outstanding as at the date of this decision is £10,934.55.
- 21 The Respondent does not dispute the outstanding arrears.
- 22 The Applicant has made numerous attempts to engage with the Respondent to assist him in addressing the rent arrears. Despite repeated requests the Respondent has failed to make reasonable and consistent payments to the rent account.
- 23 The Respondent is liable to pay the Applicant the sum of £10,934.55 under the terms of the tenancy agreement between the parties.

Reasons for decision

- 24 The tribunal was satisfied that it could make relevant findings in fact to reach a decision on the application based on the documentary evidence and submissions at the CMDs, and that to do so would not be contrary to the interests of the parties in this case.
- 25 The tribunal determined based on the documentary evidence before it that the Respondent has a contractual obligation to pay rent of £582.40 per month and has failed to do so, resulting in arrears of £10,934.55 as at the date of this decision. The Respondent did not dispute the arrears were due.
- 26 The tribunal was further satisfied that the Respondent has been given the opportunity to address the arrears and make consistent payments to the rent account. The previous CMD had been adjourned for this purpose however the Respondent failed to honour his previous commitment to pay £800 per month and as a result the arrears have continued to increase. The tribunal therefore determined that the Respondent is liable to pay the Applicant the sum of £10,934.55 under the terms of the tenancy agreement between the parties.
- 27 The tribunal therefore determined to make an order for payment in the sum of £10,934.55.
- 28 The decision of the tribunal was unanimous.

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.

Legal Member/Chair

8 July 2026

Date