



**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/26/0044

Re: Property at 27E Thornhill, Johnstone, PA5 8JQ (“the Property”)

Parties:

**PLP 0 Limited, Flat 7, Ranfurly Court, Ranfurly Place, Bridge of Weir, PA11 3DF
 (“the Applicant”)**

Miss Caitlin McNally, 27E Thornhill, Johnstone, PA5 8JQ (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member) and Sandra Brydon (Ordinary Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that it would grant a payment order for SEVEN
THOUSAND SEVEN HUNDRED AND THIRTY ONE POUNDS (£7,731.00)
STERLING together with interest at the rate of 3.75% per annum.**

Background

1. Two applications were made under Rule 111 and 109 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment and an order for recovery of

possession under a private residential tenancy by the Applicant against the Respondent for the Property.

2. The applications contained: -
 - a. the tenancy agreement,
 - b. the notice to leave with evidence of service
 - c. section 11 Notice with evidence of service
 - d. rent statement
 - e. emails to the tenant about rent arrears

3. A case management discussion took place on 11 August 2026. In attendance was the applicant's agent, Ms Wooley from Bannatyne Kirkwood France & Co. Notice of the Case Management Discussion had been made by the sheriff officers. The respondent did not appear. The tribunal was prepared to proceed in their absence, given they had notice of the Case Management Discussion.

Discussion

4. The agent advised that she sought an eviction order under ground 12 - 3 months' rent arrears and an order for payment of £7,731.00 together with interest at 8%. There were at least 3 months' rent arrears as at the date of the notice to leave being served: at that date, the arrears were £2,081. The notice to leave was served on 24 September 2025, and it had expired on 25 October 2025. The current situation as of 11 August 2026 was that arrears were £7,731.00.

5. The tenant lives in a one-bedroom property, it is believed by herself. There have been no payments to the rent since November 2025. The last communication from the tenant was in December 2025 when she made an offer to pay to make payments to her rent and something towards the arrears; however, she made no payments in response to that proposal by her. There has been no further

communication from the respondent to the applicant in relation to the failure to pay rent in arrears.

6. The applicant understands that the tenant lives by herself. The applicant is not aware of the respondent having any particular health conditions. The applicant is not aware of there being any outstanding benefit issues which would prevent rent being paid. The tenant had previously hinted that the reason for the failure to pay rent was because she had lost her job; however this has never been clarified or confirmed.
7. The circumstances affecting the applicant is that it is a company which rents out 10 properties. The director of the company has retired and the income from the rental supplements his pension. There is no mortgage over this property, but the applicant's agent was not sure whether or not there were any other mortgages over the other properties.
8. The applicant believes that the respondent is still residing within the property.
9. In relation to the civil proceedings. The applicant sought to amend the sum sued from £2,081.00 to £7,731.00. The tribunal granted this amendment. A payment order for £7,731.00 with interest at 8 % in line with the Bank of England base rate was also sought. The agent advised that the applicant was seeking interest of 8%. This is not contractual interest and is to be awarded at the discretion of the tribunal. The agent submitted it was reasonable to award interest at the rate of 8% in light of the long history of rent arrears and the minimum response for the applicant. She submitted that the arrears are now quite substantial and are long-standing.

Findings in Fact

10. The Tribunal found the following facts established: -
11. There existed a private residential tenancy.
12. The tenant was Caitlin McNally.

13. The landlord was PLP 0 Limited.
14. The property was 27 E Thornhill Johnstone.
15. It had commenced on 22nd April 2025
16. The tenancy stated that rent was £575 a calendar month payable in advance.
17. A notice to leave was submitted dated 24 September 2025, stating that an application would not be made until 25 October 2025. It sought eviction under ground 12, rent arrears. It set out that the respondent had been in rent arrears for more than three consecutive months. The notice to leave had been emailed to the tenant. There was evidence of service.
18. A section 11 notice had been sent to the local authority advising that the landlord was seeking possession of the property. There was evidence of service.
19. When the notice to leave was served on 24 September 2025, the rent arrears were £2,081.00.
20. As of 11 August 2026 the arrears were £7,731.00.
21. There were arrears on the rent account since at least June 2025.
22. The last payment to rent was made on 22 May 2025.
23. There was evidence that the pre-action protocol requirements had been followed.

Reasons for Decision

24. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies; liability for failure to pay contractual rent is such a matter that arises out of that contract.
25. The applicant's agent confirmed that they sought an order for payment. They had provided a copy of the tenancy agreement. The arrears were now £7,731.00. The rent statement was provided in support of the application it showed how the arrears had accrued. There were no proposals to repay the arrears. The sum appeared due. They also sought interest on this sum at a rate of 8%. The tribunal was prepared to make an order for payment and to award interest on that sum at 3.75%.

26. In terms of Rule 41A of the tribunal rules, the tribunal may award interest when making an order for payment. Interest will either be at the rate in the tenancy agreement or as ordered by the tribunal. Any order shall run from the date of the decision of the Tribunal. The tribunal will make an order of interest in this case. There is no contractual award to be made, but we will make a discretionary award of interest. The reasons for making the award are that the arrears are still outstanding and are over £7,000. 8% is, however, well above the Bank of England base rate. We do not intend to award such a high amount of interest. The base rate is currently 3.75%, and I will award interest in line with that rate.

27. Considering the papers and the oral submission by the applicant's representative, the tribunal was prepared to grant the order for payment and award interest of 3.75% per annum from the date of the decision.

Decision

28. The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that it would grant a payment order for SEVEN THOUSAND SEVEN HUNDRED AND THIRTY-ONE POUNDS (£7,731.00) STERLING together with interest at the rate of 3.75%.

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.

Melanie Barbour

11 AUGUST 2026

Legal Member/Chair

Date