



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/26/0849

Re: Property at 1 St Andrews Court, Bellshill, ML4 1FD (“the Property”)

Parties:

JP Property Company Limited, 19 Newhut Road, Motherwell, ML1 3ST (“the Applicant”)

Mr Scott Anderson, 42 Mansfield Road, Bellshill, ML4 3AQ (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

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 One thousand five hundred and eighty nine pounds (£1589) under the terms of the tenancy agreement between the parties.

The Tribunal therefore determined to make a payment order in the sum of £1589.

Background

- 1 This is an application for a payment order under section 71 of the 2016 Act and rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought to claim rent arrears and costs arising from the private residential tenancy agreement between the parties.
- 2 The application was accepted as valid and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take place on 27 August 2026 at 2pm. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Both parties were advised that they were required to attend the CMD. They were advised that the tribunal

may do anything at a CMD which it may do at a hearing, including making a decision on the application which may involve making or refusing a payment order. The parties were also advised that if they did not attend the CMD this would not stop a decision or order being made if the tribunal considers that it had sufficient information before it to do so and the procedure had been fair.

- 3 The notice was served upon the Respondent by sheriff officers on 28 July 2026 and required him to make written representations in response to the application no later than 14 August 2026. No written representations were received from the Respondent in advance of the CMD.

The CMD

- 4 The CMD took place by teleconference on 27 August 2026 at 2pm by teleconference. The Applicant was represented by Mr Mark Mitchell. The Respondent did not. The tribunal noted that the Respondent had been given proper notice of the CMD under Rule 17(2). He had not provided any written representations nor had he provided an explanation for his failure to attend. The tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in his absence.
- 5 The tribunal had before it the application form with supporting documents including private residential tenancy agreement, rent statement and invoice. The tribunal also had the title deeds for the property confirming the Applicant's ownership and proof of the Applicant's landlord registration.
- 6 The tribunal heard submissions on the application. The following is a summary of the key elements of the submissions.
- 7 Mr Mitchell explained that the Respondent had started to fall behind on his rent arrears in 2024. It got to a point where no payments were received for the best part of a year. The Applicant ended up in a position where they had to commence proceedings for an eviction order, and an application was made to the Tribunal. The Respondent then got back in touch after a long period of non-engagement and explained he had been struggling. He offered a payment plan but didn't adhere to it. He then made some lump sum payments to the rent account as the Tribunal proceedings progressed. The Applicant was granted an eviction order by the Tribunal, at which point the Respondent stopped paying again. The Respondent left the property before the eviction order was due to be enforced. Upon repossessing the property, the Applicant discovered the fridge was missing. The Respondent initially denied this but subsequently admitted he had taken the fridge. The Applicant asked the Respondent to return the fridge but he failed to do so. The Respondent then reached out to the Applicant to again offer payments, but these did not materialise. The Respondent has since stopped all communication. The Applicant sought a payment order.

Findings in fact and law

- 8 The Applicant is the owner and landlord, and the Respondent was the tenant, of the property in terms of a private residential tenancy agreement which commenced on 23 February 2023.
- 9 The rent due under the tenancy agreement was £500 per calendar month.
- 10 The Respondent failed to pay rent as agreed.
- 11 The tenancy between the parties terminated on 23 January 2026.
- 12 As at the date of termination the Respondent had accrued rent arrears in the sum of £1450.
- 13 Upon vacating, the Respondent removed a fridge from the property. The fridge was provided by the Applicant under the terms of the tenancy agreement.
- 14 The Applicant spent £139 to replace the fridge.
- 15 The Respondent is liable to pay the Applicant the sum of £1589 under the terms of the tenancy agreement between the parties.
- 16 Despite repeated requests by the Applicant the Respondent has refused to make payment of the sum due.

Reasons for decision

- 17 The tribunal took into account all documents and submissions from the parties in reaching its decision on the application. The tribunal was satisfied that it could make relevant findings in fact to reach a decision at the CMD in the absence of a hearing, and that to do so would not be contrary to the interests of the parties. The Respondent had not demonstrated any intent to oppose the application.
- 18 The tribunal was therefore satisfied, based on the evidence produced by the Applicant as reflected in the above findings in fact, that the Respondent is liable to pay the sum of £1589 under the terms of the tenancy agreement between the parties. There was no contradictory evidence before the tribunal.
- 19 The tribunal accordingly made a payment order in the sum of £1589.

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.

Ruth O'Hare

27 August 2026

Legal Member/Chair

Date