

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 71 of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/26/0804

Re: Property at 1 (2F1) Leslie Place, Edinburgh, EH4 1NG (“the Property”)

Parties:

Andouji Limited, 39 Sandport Street, Edinburgh, EH6 6EP (“the Applicant”)

Lorraine Blakemore, 1 (2F1) Leslie Place, Edinburgh, EH4 1NG (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member) and Jane Heppenstall (Ordinary Member)

Decision (in absence of the Respondent)

At the Case Management Discussion (“CMD”), which took place by telephone conference on 25 August 2026, the Applicant was represented by Ms Ashleigh Mazouji and Mr Jamie Anderson as well as their legal representative, Mr Adam Gardiner of Lindays, Solicitors, Edinburgh. A colleague of Mr Gardiner also attended to observe. The Respondent was neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”) had been satisfied relative to the Respondent having received notice of the CMD.

The CMD was also in respect of the related application bearing reference FTS/HPC/EV/26/0797.

Prior to the CMD and by email dated 11 August 2026, Mr Gardiner lodged additional written representations including an application to amend the application to increase the sum claimed.

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

Background

The Tribunal noted the following background:-

- i. The Applicant is the heritable proprietor of the Property.

- ii. The Applicant leased the Property to the Respondent in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 16 August 2024.
- iii. The rent payable in terms of the PRT was agreed to be £1795.00 per calendar month payable on the 16th day of each month.
- iv. The deposit payable by the Respondent under the PRT was agreed to be £1795.00.
- v. On 17 December 2025, the Applicant's letting agent served on the Respondent by email a Notice to Leave requiring the Respondent remove from the Property by 22 January 2026 failing which Tribunal proceedings would be commenced. The Notice to Leave was issued on the basis that rent arrears had accrued over three consecutive months and the amount then due was £6,130.00.

The CMD

At the CMD Mr Gardiner made the following oral submissions to supplement this application and written representations already lodged –

- i. The last payment made by the Respondent was on 22 June 2026.
- ii. The rent arrears (to include the payment due on 16 August 2026) now stand at £14,170.
- iii. In correspondence with the Respondent she has confirmed that she is unemployed and under other financial strains. However, she has offered no proposals for payment despite repeated requests to do so.
- iv. Mr Gardiner spoke to the Respondent directly following intimation of the written submissions on 11 August 2026. She called Mr Gardiner to acknowledge the submissions and said she was not in a position to pay the arrears due nor to provide a proposal for payment.
- v. The Respondent is still resident in the Property. She lives there alone.
- vi. There are no known disabilities affecting the Respondent.
- vii. Payments made by the Respondent have been sporadic.
- viii. The deposit paid by the Respondent is still held in an approved scheme.
- ix. The Property is the Applicant's only rental property. Mr Anderson and his wife live together in a flat in Leith. The Property was previously his wife's home before moving in together. They had a baby last year and had hoped the Property would provide additional income.
- x. The Applicant seeks a payment order to include interest as prescribed in the PRT.

Findings in Fact

The Tribunal made the following findings in fact –

- i. The Applicant is the heritable proprietor of the Property.
- ii. The Applicant leased the Property to the Respondent in terms of the PRT that commenced on 16 August 2024.
- iii. The rent payable in terms of the PRT was agreed to be £1795.00 per calendar month payable on the 16th day of each month.
- iv. The deposit payable by the Respondent under the PRT was agreed to be £1795.00.
- v. On 17 December 2025, the Applicant's letting agent served on the Respondent by email a Notice to Leave requiring the Respondent remove from the Property by 22 January 2026 failing which Tribunal proceedings would be commenced. The Notice to Leave was issued on the basis that rent arrears had accrued over three consecutive months and the amount then due was £6,130.00.
- vi. The last payment made by the Respondent was on 22 June 2026.

- vii. The rent arrears (to include the payment due on 16 August 2026) now stand at £14,170.
- viii. In correspondence with the Respondent she has confirmed that she is unemployed and under other financial strains. However, she has offered no proposals for payment despite repeated requests to do so.
- ix. Mr Gardiner spoke to the Respondent directly following intimation of the written submissions on 11 August 2026. She called Mr Gardiner to acknowledge the submissions and said she was not in a position to pay the arrears due nor to provide a proposal for payment.
- x. The Respondent is still resident in the Property. She lives there alone.
- xi. Payments made by the Respondent have been sporadic.
- xii. The deposit paid by the Respondent is still held in an approved scheme.

Reasons for Decision

The Respondent did not submit any representations to the Tribunal and did not attend the CMD. The factual background narrated by the Applicant within the application papers and orally on its behalf at the CMD was not challenged and was accepted by the Tribunal.

The Respondent is in substantial rent arrears, being £14,170 as at the CMD. The Respondent has persistently delayed in paying rent and has offered no proposals to settle the sums due.

The PRT provides for interest to be payable on rent arrears due at 8% per annum per clause 8 of Section 4 of the PRT under the heading "Terms and Conditions".

The Tribunal therefore allowed the application to be amended to increase the sum claimed to £14,170 and granted a payment order in that amount with interest thereon at 8% per annum from the date of the CMD.

Other Issues

The CMD did not commence until 2.08pm, a few extra minutes being allowed after the scheduled commencement time of 2.00pm to allow the Respondent to attend. She did not do so.

At 2.16pm the Tribunal Clerk interrupted the proceedings indicating that a colleague of his was speaking to the Respondent who had wanted to join the call. She was provided again with the dial in details. The Tribunal therefore paused the CMD to allow the Respondent to join the call. She still did not do so.

The Clerk then advised that the Respondent "was being a bit difficult" and was arguing with his colleague about certain matters rather than joining the call.

The Tribunal waited until 2.24pm. The Respondent had still not joined the call and the Tribunal therefore proceeded with the CMD leaving the conference line open to allow the Respondent to join if she wished to do so.

After further discussions with Mr Gardiner relative to both this application and the related eviction application orders were granted in each case. By that time the Respondent had still not joined the call.

It was only after the Applicant's representatives had left the call following the grant of orders that the Respondent attempted to join the call. The Tribunal asked the Clerk to advise the Respondent that orders had already been granted and the proceedings concluded.

Decision

The Tribunal allows the application to be amended to increase the sum claimed to £14,170 and thereafter grants a payment order against the Respondent in favour of the Applicant in the sum of £14,170 with interest thereon at 8% per annum from 25 August 2026 until payment.

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.

Gillian Buchanan

Legal Member/Chair

25 August 2026

Date