

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/26/1082

Re: Property at 22/6 Burdiehouse Terrace, Edinburgh, EH17 8AQ (“the Property”)

Parties:

Home Group Limited, One Strawberry Lane, Newcastle, Upon Tyne, NE1 4BX (“the Applicant”)

Ms Kimberley Pitbladdo, 22/6 Burdiehouse Terrace, Edinburgh, EH17 8AQ (“the Respondent”)

Tribunal Members:

Robert MacDonald (Legal Member) and Elaine Munroe (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent to the Applicant should be granted in the sum of £8,485.87.

Background

1. This is an application dated 9th March 2026 in terms of which the Applicant sought an order under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016 (“2016 Act”) and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”)
2. The application was accepted by the Tribunal as valid on 28th May 2026. A Case Management Discussion was set down to take place on 8th October 2026 at 2pm by teleconference. The Tribunal gave notice of the Case Management Discussion to the parties in accordance with Rule 17.2 of the Rules. The Notice was served on the Respondent by Sheriff Officers on 11th August 2026 by letterbox service.

3. The Tribunal invited the Respondent to make written submissions in response to the application to the Tribunal by 29th August 2026. No representations were received from the Respondent.
4. On 16th September 2026, the Applicants agents intimated to the Tribunal that they intended to seek an increase in the order for payment sought at the Case Management Discussion from £3,896.64 to £8,485.87 in terms of Rule 14A. Rent statements were lodged showing that the arrears as at the date of the application were £3896.64 and as at the date of the application to amend were £8485.87.

Case Management Discussion

5. The Case Management Discussion took place on 8th August 2026. The Applicant was represented by Ms Simone Callaghan, paralegal, TC Young & Co, Solicitors, Edinburgh. There was no appearance by or on behalf of the Respondent. The Tribunal delayed the start of the Case Management Discussion until 14:10 to give the Respondent an opportunity to call in. She did not do so, nor did she attempt to join the Case Management Discussion late.
6. The Tribunal had the following documents before it:-
 - a) Form F;
 - b) A copy of a private residential tenancy agreement between the parties commencing 25th April 2022;
 - c) Rent statements;
 - d) Pre-action protocol correspondence by the Applicants;
 - e) Application to amend in terms of Rule 14A.
7. Ms Callaghan asked the Tribunal to allow the application to be amended to increase the sum claimed to £8485.87. The Tribunal were satisfied that application to amend had been lodged with the Tribunal on 16th September 2026 and that it had been intimated to the Respondent and accordingly allowed the sum claimed to be increased in terms of the application.
8. Ms Callaghan thereafter invited the Tribunal to grant an order for payment in the sum claimed as amended. She invited the Tribunal to apply interest to the sum claimed at the rate of 8 percent per annum. She conceded that there was no contractual provision for payment of interest. In considering the factors that the Tribunal should take into account in the exercise of its discretion she invited the Tribunal to consider the level of the rent arrears, the steps taken by the Applicant to engage with the Respondent to try and arrange payment, the fact that the Respondent had not shown any willingness to pay the rent arrears and the Applicants belief that that if an order for interest was made it might encourage the Respondent to ensure that the debt was paid promptly. She accepted that the information that the Tribunal had about the Respondent's financial circumstances was limited but reminded the Tribunal that the Respondent had not engaged with the process in that she had neither appeared at the Tribunal nor lodged written submissions. In all the circumstances the

Applicant considered that it was appropriate for the Tribunal to make an order for interest at the rate of 8 percent per annum.

9. The Tribunal was satisfied that there was sufficient information before the Tribunal to allow it to make a decision at a Case Management Discussion and that in all the circumstance it was fair and reasonable for them to do so.

Findings in Fact and Law

10. The Applicant is the landlord, and the Respondent is the tenant of the property in terms of a Private Residential Tenancy Agreement entered into between the parties which commenced 25th April 2022.
11. In terms of the Private Residential Tenancy Agreement, the Respondent had agreed to pay rent for the property at the rate of £695.46 per calendar month payable in advance.
12. Rent had been increased on the property annually by the Applicant and the current rent was £865.65 per calendar month.
13. As at the date the application was lodged with the Tribunal, the Respondent was in arrears of rent in the sum of £3896.64.
14. As at the date of the application to amend the sum claimed, the Respondent was in arrears of rent in the sum of £8485.87.
15. No rent had been paid to the Applicant since 7th April 2026.
16. The sum of £8485.87 remained outstanding as at the date of the Case Management Discussion.
17. The Tribunal accepted the unchallenged evidence of the Applicant regarding the level of arrears accumulated by the Respondent. The Applicant's agent sought interest on the order at the rate of 8 percent per annum. In this case the Private Residential Tenancy made no provision for interest being due. The Tribunal considered the various factors put forward by the Applicant's agent in support of the Tribunal exercising its discretion in the Applicant's favour under Rule 41A(1). The Tribunal took into account the fact that there was no contractual agreement regarding payment of interest and the financial circumstances of the Respondent insofar as they were known to the Tribunal suggested that the Respondent's ability to pay might be limited. The Tribunal required to weigh up the competing factors and concluded in all the circumstances not to include interest when making an order for payment.

Decision

18. An order for payment in the sum of £8485.87 against the Respondent.

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.

Robert MacDonald

08.10.2026

Legal Member/Chair

Date