Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 Housing (Scotland) Act 2014

Chamber Ref: FTS/HPC/CV/25/4364

Re: Property at 42 Fairview Way, Danestone, Aberdeen, AB22 8ZW ("the Property")

Parties:

Ms Debbie Rushforth, 31 Fairview Way, Danestone, Aberdeen, AB22 8ZW ("the Applicant")

Ms Rebecca Guy, 21 Clochandighter Terrace, Portlethen, Aberdeen, AB12 4TR ("the Respondent")

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondent)
At the Case Management Discussion (the CMD") that took place by telephone conference on 12 November 2026, the Applicant was not in attendance but was represented by Ms Sophie Reid of Aberdein Considine LLP. 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 Second Respondent having received notice of the CMD and determined to proceed in the absence of the Respondents in terms of Rule 29.

Case History
A CMD had previously taken place on 5 June 2026. The Respondent was in attendance along with Ms Reid for the Applicant.

The CMD was adjourned for the following reasons :-

(i) To allow for a time to pay direction application form to be sent to the Respondent such that she can return this to the Tribunal for consideration; and
(ii) To allow for a direction to be issued by the Tribunal to the parties seeking submissions on various matters.

A Direction was issued to the parties dated 5 June 2026 in terms of which the Tribunal sought written submissions from the Applicant on the following:-

i. What the wording of clause 4.4 of the 2015 Lease between the parties relative to the Property means and how it is intended to operate;
ii. The clarity of such wording;
iii. The enforceability of such wording in circumstances where it may be unclear to the tenant how exactly interest is calculated; and
iv. Any instances/examples of the Applicant engaging with the Respondent (either formally or informally) in respect of the arrears accruing throughout the years.

The Applicant was also required to provide a calculation demonstrating how the contractual formula at Clause 4.4 of the 2015 Lease generates the sum claimed in respect of interest.

Ms Reid for the Applicant, by email dated 3 July 2026, lodged further written representations and documentation with the Tribunal.

The Respondent did not submit any time to pay application nor any written representations or evidence.

The CMD

At the CMD and in response to questions from the Tribunal Ms Reid stated:-

i. There has been no contact from the Respondent since the previous CMD.
ii. The Tribunal asked about the date upon which the Respondent vacated the Property in light of the remarks of the Sheriff Officers in their report dated 8 May relative to service of this application. Ms Reid stated that there was some ambiguity around the date upon which the Respondent removed but believed it may have been November 2025. However, the Respondent retained a set of keys until 5 June 2026 and it was difficult to know if she had given up exclusive possession of the Property. The Respondent never notified the Applicant or her agent of her removal and gave no notice to quit. The Tribunal observed that the Applicant stays in the same street as the Property and must have had an idea as to the Respondent's continuing residency or otherwise noting the remarks of neighbours per the Sheriff Officers' report. Ms Reid advised that private investigators were instructed in December 2025 and an alternative address for the Respondent was identified. Nevertheless the Applicant could not be sure the Respondent had removed from the Property. The Tribunal expressed concern that the rent claimed was to 9 June 2026 which simply could not be right irrespective of the position relative to keys. Ms Reid intimated that she was content for an order to be granted for payment of rent arrears due per the original application, namely £40,583.74 being the amount due as at October 2025.
iii. Ms Reid intimated that no claim for payment of interest on the rent arrears is now being sought.
iv. With regard to the sum of £420 by way of expenses claimed under clause 4.3 of the 2015 Lease the screenshots now lodged showing "attempted" by the Applicant's then agent, Stewart Property Services, clearly showed the Respondent's name, the Property address and references to sums due. Further Ms Reid's firm had been involved in writing to the Respondent and raising this application. The amount of £420 comprised legal fees of £350 plus VAT referrable to Ms Reid's firm's invoices of 17 June and 7 October 2025.

Reasons for Decision
The CMD Notes of 5 June 2026 clearly record the Respondent's admission of the rent arrears due and her desire to come to arrangement relative to payment.

Ms Reid restricted the Applicant's claim for rent arrears due to the amount payable as at October 2025, being £40,583.74 about which there can be no doubt.

No claim for interest is now sought.

Clause 4.3 of the 2015 Lease states:-
"The Tenant shall be liable for any reasonable costs incurred by the Landlord in pursuing unpaid rent."

The Tribunal is satisfied that the claim for £420 relative to professional fees incurred in pursing the rent arrears due is reasonable in the circumstances.

Decision
The Tribunal grants a payment order against the Respondent in favour of the Applicant in the sum of £41,003.74.

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

_____ **12 November 2026**
Legal Member/Chair **Date**