



**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/25/4012

Re: Property at 1/1 Inglewood Place, Edinburgh, EH16 6AR (“the Property”)

Parties:

Miss Janet Turnbull, 3A Moredun Park Street, Edinburgh, EH16 6AR (“the Applicant”)

Ms Kim Carroll, 1/1 Inglewood Place, Edinburgh, EH16 6AR (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Gerard Darroch (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of FIVE THOUSAND TWO HUNDRED AND FORTY-EIGHT POUNDS AND FIFTY PENCE (£5248.50).

Background

1. By application dated 18 September 2025 the applicant seeks an order for payment in respect of rent arrears. The application was heard alongside conjoined application FTS/HPC/EV/25/4011 seeking an order for eviction relying on ground 11 (persistent delay in paying rent) and ground 12 (rent arrears) both in schedule 5 of the Housing (Scotland) Act 1988.
2. The applicant lodged the following documents with the application:

- Rent statement
 - Rent increase notice
3. A case management discussion (“cmd”) was assigned for 16 April 2026. Prior to the cmd on 5 March 2026 the applicant’s representative submitted an updated rent account to 2 March 2026 with a request to amend the sum sought to £5,363.50 in terms of rule 14A.

Case management discussion – 16 April 2026- teleconference

4. The applicant was represented by Ms Callaghan, solicitor, TC Young. The respondent was not in attendance. The respondent had been served with papers by Sheriff Officers by letterbox delivery on 3 March 2026. The Tribunal was satisfied that that she had been properly notified of the cmd and proceeded in her absence.
5. Ms Callaghan stated that the tenancy had commenced on 1 September 2009. The tenancy agreement had not been submitted as the document had not been transferred to the letting agents when they acquired the business from the previous agents. Ms Callaghan stated that the tenancy was an assured tenancy agreement. The contractual tenancy had been terminated by service of a notice to quit on 3 April 2025 specifying the ish date of 1 September 2025.
6. Ms Callaghan stated that the initial monthly rent had been £625. As could be seen on the rent statement rent had been increased to £772.50. The rent statement submitted dated back to November 2023, the date the current letting agents had taken on the property. At that date there had been no arrears. A further increase had taken effect on 1 April 2025 increasing the rent to £850 per month, a copy of the relevant rent increase notification had been submitted.
7. Ms Callaghan sought an order for payment in the sum of £5248.50. She referred to the updated rent account that had submitted. She stated that a recent payment by the respondent had reduced the amount outstanding to the figure sought.

8. Ms Callaghan stated that the letting agents had made numerous attempts to contact the respondent by letter and email however, the respondent failed to engage and arrears continued to rise.

Findings in fact

9. Parties entered into an assured tenancy agreement with a commencement date of 1 September 2009.
10. Monthly rent due in terms of the agreement is £850.
11. Rent arrears as at the date the application was submitted amounted to £4,723.50.
12. Rent arrears as at the date of the cmd amounted to £5,248.50.

Reasons for the decision

13. Rule 17 (4) states:

The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

14. Rule 18 states:

Power to determine the proceedings without a hearing

18.—(1) Subject to paragraph (2), the First-tier Tribunal—

(a) may make a decision without a hearing if the First-tier Tribunal considers that—

(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii) to do so will not be contrary to the interests of the parties; and

(b) must make a decision without a hearing where the decision relates to—

(i) correcting; or

(ii) reviewing on a point of law,

a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

15. The Tribunal was satisfied that having regard to the undisputed facts of the case it was able to make a determination and that it was not contrary to parties' interest to do so at the cmd without the need for a further hearing.

16. The Tribunal took into account that the respondent had not lodged any defence to the application or disputed the sum sought in any way.

17. The Tribunal was satisfied that the applicant had complied with rule 14A to increase the amount being sought to the figure of £5,363.50.

18. The Tribunal had no reason to doubt the submissions, rent increase and rent statement provided by the applicant's agents in relation to the monthly rent due and the level of outstanding arrears. The Tribunal was satisfied that arrears in the amount of £5,248.50 were lawfully due as at the date of the cmd.

Decision

The Tribunal determined to grant an order for payment in the sum of £5,248.50.

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.

Mary-Claire Kelly

Legal Member/Chair

16 April 2026

Date