



**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/26/1278**

**Re: Property at The Tower, Flat 1, Finavon Castle, Forfar, DD8 3PX (“the Property”)**

**Parties:**

**Mr Mandeep Khalsa, Mrs Harkirat Khalsa, Apartment 212 Al Wasl Building, Sheikh Zayed Road, Dubai Mall, Dubai, United Arab Emirates (“the Applicant”)**

**Mr Jamie Strachan, The Tower, Flat 1, Finavon Castle, Forfar, DD8 3PX (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member) and Elizabeth Williams (Ordinary Member)**

**Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to pay the Applicants the sum of Twenty one thousand seven hundred and nineteen pounds and thirty pence (£21,719.30) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal therefore made a payment order in the sum of £21,719.30 against the Respondent in favour of the Applicants.

**Background**

- 1 This is an application for a payment order under rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the 2016 Act. The Applicants sought to recover rent unpaid by the Respondent 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 10 June 2026 at 10am. The Tribunal gave notice of the CMD to the parties in accordance with rule 17(2) of the Rules. Said notice was served upon the Respondent on 6 May 2026 and invited him to make written representations in response to the application.

- 3 No written representations were received from the Respondent.
- 4 On 11 and 27 May 2026 the Tribunal received further written representations from the Applicant's representative, Angus Glen Properties.

### **The CMD**

- 5 The CMD took place on 10 June at 10am by teleconference. Ms McIntosh of Angus Glen Properties represented the Applicants. The Respondent also joined the call.
- 6 The tribunal had the following documents before it:-
  - (i) Form F application and supporting documents including the tenancy agreement and rent statement.
  - (ii) The Applicants' written representations dated 11 May 2026 including text messages from Angus Glen Properties to the Respondent.
  - (iii) The Applicants' written representations dated 27 May 2026 including an updated rent statement and intimation to the Respondent.
- 7 The tribunal heard submissions from the parties on the application. The following is a summary of the key elements of the submissions.
- 8 Ms McIntosh explained that the rent due under the tenancy is £2,277.43 per month, which includes utilities. The tenancy agreement has a provision whereby the utilities can be reviewed every 6 months. Ms McIntosh had advised the Applicants to remove the utilities from the rent charge in December 2025 and transfer the bills into the Respondent's name, but they had not done so. The arrears stood at £21,719.30 but that figure would likely increase.
- 9 The Respondent confirmed that no utility bills had been transferred into his name. He did not dispute the rent arrears. He stated that the Applicants could do what they want.

### **Findings in fact and law**

- 10 The Applicants are the owners and landlords, and the Respondent was the tenant, of the property in accordance with a private residential tenancy agreement.
- 11 The rent due under the tenancy agreement is £2,277.43 per month.

- 12 The Respondent failed to pay rent as agreed. The Respondent has been in rent arrears for three or more consecutive months. The Respondent has failed to pay rent since 18 August 2025. As at the date of this decision rent arrears in the sum of £21,719.30 are outstanding.
- 13 Despite repeated requests the Respondent has failed to make payment of the arrears to the Applicants.
- 14 The Respondent is liable to pay the sum of £21,719.30 to the Applicants under the terms of the tenancy agreement between the parties.

### **Reasons for decision**

- 15 The tribunal was satisfied that it had sufficient information 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 in this case. The Respondent had not sought to oppose the application. As such there was no contradictory evidence before the tribunal.
- 16 The tribunal was satisfied based on the tenancy agreement produced that the Respondent had an obligation to pay the Applicants the sum of £2,277.43 per month by way of rent and utilities and had failed to do so, resulting in an arrears balance of £21,719.30. The tribunal was further satisfied that the Applicants had made extensive efforts to recover the arrears from the Respondent prior to making this application to the Tribunal.
- 17 The tribunal therefore determined that the Respondent is due to pay the sum of £21,719.30 to the Applicants and made an order for payment in those terms.

### **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

**10 June 2026**

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**Legal Member/Chair**

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**Date**

