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/25/4594

Re: Property at Rose Cottage, Rossie, Forgandenny, Perth, PH2 9EH ("the Property")

Parties:

Ms Leonie Claire Willcock, Rossie House, Forgandenny, Perth, PH2 9EH ("the Applicant")

Mr Iain Thomson, whose present whereabouts are to the Applicant unknown ("the Respondent")

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondent)
A Case Management Discussion ("CMD") took place by telephone conference on 22 October 2026. At the CMD the Applicant was not present but was represented by Mr Jackson Deane of Bannatyne Kirkwood France & Co, Solicitors, Glasgow. The Respondent was not represented or 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 by letter dated 25 August 2026 and determined to proceed in the absence of the Respondent in terms of Rule 29.

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

A CMD had previously taken place on 23 April 2026 in this application and the related application bearing reference FTS/HPC/EV/25/4592. That CMD was adjourned for the parties to provide further documentation and information and a Direction was also issued to the parties.

On 30 June 2026 the Applicant's representative emailed documentation to the Tribunal per the Direction previously issued.

Further by email of 6 October 2026 the Applicant's representative advised that the Respondent had vacated the Property on 28 September 2026 and sought to amend the sum due in terms of this application.

The Respondent lodged no written submissions in response to the Direction.

The CMD

At the CMD Mr Deane advised that the rent arrears to the end of the tenancy were £15,030 and he sought to amend the sum claimed to that amount all as per the prior email of 6 October 2026.

With regard to the deposit the sum of £1450 has not yet been claimed from the deposit scheme. He confirmed that amount would be offset against the rent arrears in so far as not required for any remedial costs or damages following the Respondent's departure.

The Tribunal noted the interest provision in Clause 38 of the Private Residential Tenancy Agreement ("PRT") and sought an explanation as to the different interest rate sought in the application. Mr Deane stated that the CMD was only necessary due to the Respondent opposing the order sought and observed that he had not answered the Direction either.

Findings in Fact

The Tribunal makes the following findings in fact:-

i. The Applicant is the heritable proprietor of the Property.
ii. The Applicant is in right of the Landlord's interest in the PRT entered into with the Respondent in respect of the Property that commenced on 9 October 2021.
iii. The rent payable in terms of the PRT was agreed to be £725 per calendar month.
iv. On 9 September 2025, the Applicant served on the Respondent by Signed For post a Notice to Leave requiring the Respondent remove from the Property by 10 October 2025 under Ground 12 of Schedule 3 of the 2016 Act on the basis that the Respondent had been in rent arrears over three consecutive months and the total arrears then due were £6,330.
v. The Respondent gave written notice to end the PRT on 31 September 2026.
vi. The Applicant treated the termination date as being 30 September 2026.
vii. The Respondent vacated the Property on 28 September 2026.
viii. The Respondent is liable for rent to 30 September 2026.
ix. The rent arrears due and payable by the Respondent to the Applicant as at 29 September 2026 are £15,030.
x. Interest is due on rent arrears accrued is per Clause 38 of the PRT.

Reasons for Decision

At the CMD on 23 April 2026 the Respondent orally challenged the rent arrears said to be due by reference to issues of outstanding repairs. In order to better understand the parties' positions the Tribunal issued a Direction and adjourned the CMD.

The Applicant subsequently complied with the Direction and included within the additional documentation provided a Photographic Schedule of Condition dated 8 May 2026 which showed the Property to be in very good repair.

The Respondent failed to comply with the Direction which required that he provide the following:-

1. A detailed written summary of his response to the eviction application made by the Applicant including in particular –
    a) what requests for repairs were made by the Respondent,
    b) what repairs were sought,
    c) when were those requests made,
    d) to whom were those requests made and
    e) in what form were those requests made?
2. Evidence of repairs required and intimated, such as dated photographs or a survey report?
3. A copy of the email intimating repairs to the Applicant's predecessor, Mr David Nicol.

The Respondent did not attend the adjourned CMD. The submissions for the Applicant were unchallenged and were accepted by the Tribunal. The rent arrears of £15,030 are therefore due with interest thereon per the PRT.

Decision
The Tribunal allowed the application to be amended to increase the sum claimed to £15,030 and thereafter granted an order for payment against the Respondent in favour of the Applicant in that amount with interest thereon at 4% per annum above the Base Rate of Bank of England from time to time from the date of this decision 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 **22 October 2026**
Date