



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”)

Chamber Ref: FTS/HPC/EV/25/3464

Re: Property at 107 Methil Brae, Methil, Leven, KY8 3LS (“the Property”)

Parties:

Jess and Jinx Ltd - SC685768, Caledonain House, Links Road, Leven (“the Applicant”)

Ms Linda Sarjantson, 107 Methil Brae, Methil, Leven, KY8 3LS (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Mary Lyden (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 recovery of possession of the property be granted.

Background

1. By application received on 13 August 2025, the Applicant applied to the Tribunal for an order for recovery of possession of the property in terms of Grounds 12 (rent arrears for three consecutive months) of Schedule 3 to the 2016 Act. Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement, Notice to Leave/proof of service of same, the Section 11 Notice to the local authority in terms of the Homelessness (Scotland) Act 2003/proof of service of same, a Rent Statement and evidence regarding the ‘pre-action protocol’. An application for payment of rent arrears was submitted at the same time and was conjoined with this

application. Both applications thereafter proceeded together through the Tribunal process.

2. Following initial procedure, on 22 September 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.
3. A Case Management Discussion (“CMD”) was fixed for 10 March 2026. The application and details of the CMD were served on the Respondent by Sheriff Officer on 22 January 2026. In terms of said notification, the Respondent was given an opportunity to lodge written representations. None were lodged prior to the CMD.
4. On 9 March 2026, the Applicant’s representative lodged an updated Rent Statement and some additional written representations. He apologised for their late lodging (the day before the CMD).

Case Management Discussion

5. The CMD took place by telephone conference call on 10 March 2026 at 2pm. In attendance was Mr David Sinclair Aiton of Sinclair Services on behalf of the Applicant. The Tribunal delayed commencement of the CMD for 5 minutes to give the Respondent an opportunity to join late but she did not do so.
6. Following introductions and introductory remarks by the Legal Member, Mr Aiton confirmed that he had not heard anything directly from the Respondent but had obtained an update from the Applicant’s letting agents, Fife Properties, which he had lodged yesterday.
7. Mr Aiton confirmed the background to the applications. The PRT commenced on 22 August 2022 and the original rent had been £520 per month, which had been increased to £590 per month prior to the current Applicant landlord purchasing the Property on 27 November 2024. He understands that the Applicant must have been aware of the existence of rent arrears when they purchased the Property from the previous landlord who required to sell, possibly due to financial issues. The Respondent is understood to be a single, middle-aged female, with no dependants and no declared disabilities. She is not understood to be working and had been in receipt of Universal Credit. Mr Aiton referred to the rent account which had consistently been in arrears. The Applicant’s letting agents had been trying to manage the arrears since becoming involved in the matter from November 2024 when the Applicant had purchased the Property. However, the Respondent had not really engaged with them regarding the arrears and had failed to set up any kind of payment plan. They had issued a ‘pre-action protocol’ letter to the Respondent and she had been ‘signposted’ to agencies which could assist. They had eventually engaged Mr Aiton to deal with the matter. He had subsequently issued two ‘pre-action protocol’ letters to the Respondent and served a Notice to Leave on behalf of the Applicant in July 2025. The Applicant’s agents have not been offered any

explanation by the Respondent for the arrears or her failure to engage or seek to resolve the matter. The Respondent had indicated to the letting agents that she was still waiting for Universal Credit to be established but they doubted, from their experience, that this could have taken as long as 8 months. She had also indicated to an advice agency, Fife Property Solutions, that the letting agents had not been amenable to a payment plan. The Respondent was understood to have unilaterally cancelled the housing element of her Universal Credit around September 2025 and had claimed that this was because no repairs were being done. However, the letting agents are a responsible and reputable agency and had not been notified of any repair or maintenance issues being required by the Respondent. Mr Aiton confirmed that no payments have been received since that time. The arrears have accordingly risen from around £4,500 when the Notice to Leave was served, to £7,262.37 currently. These are significant arrears and the Applicant is having to manage this shortfall in rent. He considers that it would be reasonable for the Tribunal to grant an eviction order in these circumstances. The Respondent has not responded to the Tribunal, nor offered any payment proposals for a period of more than a year. She has not responded to diplomatic efforts by the Applicant's agents to resolve matters. She has not dealt with the matter reasonably. Mr Aiton believes that she is still residing at the Property and it is unknown what her intentions are regarding her housing situation or whether she has sought assistance from the local authority with social housing.

8. The Tribunal Members adjourned to discuss the applications in private and, on re-convening, confirmed that the Tribunal was satisfied that the eviction application was in order and that it was reasonable for the order sought to be granted. Mr Aiton was thanked for his attendance and the CMD was concluded.

Findings in Fact

1. The Applicant is the current owner and landlord of the Property.
2. The Respondent is the tenant of the Property by virtue of a Private Residential Tenancy which was entered into with the previous owner/landlord and commenced on 22 August 2022.
3. The Applicant purchased the Property in November 2024, with the Respondent as sitting tenant.
4. The rent due in respect of the tenancy was originally £520 per 4 weeks and was increased by the previous landlord around September 2024, to £590 per 4 weeks.
5. There was a background of rent arrears throughout the tenancy with many monthly payments being missed altogether, late or only partial rent payments made.
6. The last payment into the rent account amounted to £47.52 on 10 September 2025.

7. Arrears amounted to £4,564.93 when this application was lodged in August 2025 and now amount to £7,262.37.
8. The Applicant's current letting agents and their representative have sought to engage with the Respondent concerning the rent arrears and issued communications to her, including in respect of the 'pre-action protocol'.
9. A Notice to Leave in proper form and giving the requisite period of notice was served personally on the Respondent by Sheriff Officer on 9 July 2025.
10. The date specified in the Notice to Leave as the earliest date an eviction application could be lodged with the Tribunal was specified as 8 August 2025.
11. The Tribunal Application was submitted on 13 August 2025.
12. The Respondent remains in occupation of the Property.
13. The Respondent has been called upon to make payment of the rental arrears or enter into a satisfactory payment arrangement but has failed to do so.
14. The Respondent has been in rent arrears for three or more consecutive months.
15. There is no indication that the arrears have arisen wholly or partly as a result of a failure or delay in the payment of relevant benefits.
16. The Respondent did not lodge any written representations with the Tribunal or attend the CMD.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation, the procedural background to the application, the further written representations lodged on behalf of the Applicant and to the oral representations at the CMD by Mr Aiton on behalf of the Applicant.
2. The Tribunal found that the application was in order, that a Notice to Leave in proper form and giving the correct period of notice had been served on the Respondent and that the application was made timeously to the Tribunal, all in terms of the tenancy agreement and the relevant provisions of the 2016 Act.
3. The Tribunal considered the ground of eviction relied upon in this application, namely Ground 12, and was satisfied that all requisite elements of that ground had been met. Ground 12 is as follows:-

"Rent arrears

12(1) *It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.*

(2)

(3) *The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if—*

(a) *for three or more consecutive months the tenant has been in arrears of rent, and*

(b) *the Tribunal is satisfied that it is reasonable on account of that fact to issue an eviction order.*

(4) *In deciding under sub-paragraph (3) whether it is reasonable to issue an eviction order, the Tribunal is to consider—*

(a) *whether the tenant's being in arrears of rent over the period in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, and*

(b) *the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers in regulations.*

(5) *For the purposes of this paragraph—*

(a) *references to a relevant benefit are to—*

(i) *a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),*

(ii) *a payment on account awarded under regulation 91 of those Regulations,*

(iii) *universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,*

(iv) *sums payable by virtue of section 73 of the Education (Scotland) Act 1980,*

(b) *references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.*

(6) *Regulations under sub-paragraph (4)(b) may make provision about—*

(a) *information which should be provided by a landlord to a tenant (including information about the terms of the tenancy, rent arrears and any other outstanding financial obligation under the tenancy),*

(b) *steps which should be taken by a landlord with a view to seeking to agree arrangements with a tenant for payment of future rent, rent arrears and any other outstanding financial obligation under the tenancy,*

(c) *such other matters as the Scottish Ministers consider appropriate.”*

The Tribunal was satisfied that there were now substantial rent arrears, amounting to in excess of £7,000 and that the rent had been continuously in arrears over a lengthy period of time. The rent had been in arrears for a period exceeding three consecutive months when notice was served and remains so.

4. As to reasonableness, all the factors mentioned above satisfied the Tribunal that it was also reasonable to grant an order in these circumstances, and to do so at this stage. There was no indication that the Respondent's failure to pay rent was due to any failure/delay in payment of state benefits. It was clear from the 'pre-action protocol' documentation lodged, and the oral submissions of Mr Aiton that the Applicant's agents had sought to communicate with the Respondent regarding the rent arrears. The Respondent had not engaged with them regarding the arrears and had failed to make any payment proposals or

explain the arrears. Payments had been very erratic and had then stopped altogether after September 2025. It appeared that the Respondent had been in receipt of Universal Credit but had either stopped claiming the housing element or was still in receipt of same but had stopped direct payments being made to the Applicant. The Applicant was now having to bear significant rent arrears and could not rely on receiving any regular, ongoing rental income from the Respondent. The Respondent had not entered into the Tribunal process and the Tribunal therefore had no material before it either to contradict the Applicant's position nor to advance any reasonableness arguments on behalf of the Respondent. The Tribunal accordingly determined that an order for recovery of possession of the Property could properly be granted at the CMD and that there was no need for an Evidential Hearing.

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.

N Weir

Legal Member/Chair

10 March 2026
Date