



**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**

**Chamber Ref: FTS/HPC/EV/25/3705**

**Re: Property at 4/2 Halkett Crescent, Alexandria, G83 0QX (“the Property”)**

**Parties:**

**MSK Property Group Ltd, 14 Balmore Crescent, Stepps, Glasgow, G33 6FP (“the Applicant”)**

**Karen Marsden, 4/2 Halkett Crescent, Alexandria, G83 0QX (“the Respondent”)**

**Tribunal Members:**

**Joel Conn (Legal Member) and Helen Barclay (Ordinary Member)**

**Decision (in absence of the Respondent)**

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

**Background**

1. This is an application by the Applicant for an eviction order in regard to a Private Residential Tenancy (“PRT”) in terms of rule 109 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”). The PRT in question was by the Applicant’s predecessor as landlord to the Respondent, commencing on 9 March 2021. (The Tenancy Agreement was headed as a “Short Assured Tenancy Agreement” and only the front page was lodged. Nothing turned on this point in the absence of any dispute as to the nature of the Tenancy.)
2. The application was dated 29 August 2025 and lodged with the Tribunal on that date. The application relied upon a Notice to Leave dated 29 July 2025 in terms of section 50 of the *Private Housing (Tenancies) (Scotland) Act 2016*, intimated upon the Respondent by Sheriff Officer’s service on 31 July 2025. The Notice relied upon Ground 12 of Schedule 3 Part 1 of the 2016 Act, relying on arrears of £2,482.14 as at the date of the Notice. The Notice stated that rent was

“£500.00 per month”. The Notice intimated that an application to the Tribunal would not be made before 28 August 2025. The Tenancy Agreement lodged with the application showed that rent was £500.00 due in advance every four weeks. The rent arrears in the Notice to Leave thus amounted to almost five four-week rental periods (the equivalent of over 4.5 months).

3. Evidence of a section 11 notice in terms of the Homelessness Etc. (Scotland) Act 2003 served upon West Dunbartonshire Council on 29 August 2025 was provided with the application. There was evidence in the application papers of provision of the pre-action protocol information by the Applicant to the Respondent by letters dated 14 July and 21 July 2025.
4. Prior to the case management discussion (“CMD”) the Applicant provided an updated rent statement showing arrears of rent of £6,482.14 for the period to 30 March 2025.

### **The Hearing**

5. The matter called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 15 April 2026 at 10:00. We were addressed by the Applicant’s agent, David Gray, accredited paralegal, Gilson Gray. There was no appearance from the Respondent.
6. We were informed by the clerk that no contact had been received from the Respondent (nor on her behalf) with the Tribunal. The Applicant said that no communication had been received from the Respondent since May 2025 and none on her behalf since September 2025. He explained that the Applicant had purchased the Property in April 2025 with the Respondent as a sitting tenant. (The application papers said that little information on the Tenancy had been provided by the previous landlord, hence only the covering page of the Tenancy Agreement being available.) He referred to texts and emails within the application papers. In regard to a text exchange of April and May 2025, the parties had been in contact as the Applicant’s representative introduced himself to the Respondent and sought access for testing and inspection. On 8 May 2025, following a lack of contact, the Applicant’s representative sent a further text (regarding a proposed visit by an electrician) noting that, having visited the Property that day, it appeared to be vacant. The Respondent replied to say that she had not vacated and was “still at the property, but staying with someone at the min as I’m unwell”.
7. The Applicant’s agent said that no further information was provided by the Respondent regarding her occupation or health, though there was email correspondence with the local authority’s homelessness team in September 2025 culminating with an email of 15 September 2025 from the Respondent’s Homeless and Housing Options Caseworker saying:  
*[A]gainst homeless services advice, Karan (sic) has refused to terminate the tenancy. She states that this is because she has belongings in it. We are at present trying to encourage her to remove her belongings and terminate but don’t seem to be getting anywhere with this. Just wanted to give you this update*

In the circumstances, the Applicant's agent had not expected the Respondent to attend the CMD, due to her failure to engage up to that point. The Property appeared to be unoccupied, but the Respondent had clearly insisted that the Tenancy endured. The Applicant was thus concerned both about the unpaid rent and the condition of the Property. The Applicant's agent said that no other contact details had been provided. The local authority had been asked for these but declined to provide them.

8. We noted that the Respondent had received clear intimation of the CMD by the Sheriff Officer instructed by the Tribunal albeit to the Property which she did not appear to occupy, though she still sought to possess. We noted that no other contact address had been provided by the Respondent. Having not commenced the CMD until around 10:05, we were satisfied to consider the application in the Respondent's absence based on the intimation to the Property. In any case, no attempt was made by the Respondent (nor anyone on her behalf) to dial in late to the CMD.
9. The Applicant sought the order for eviction at the CMD. We sought oral submissions on specific matters and noted the following points from the application papers and submissions:
  - a. The Respondent has made no payments since the Applicant took ownership of the Property.
  - b. A further rental payment for the four-weeks commencing on 31 March 2026 had now fallen due and rent arrears stood at £6,982.14 as at the date of the CMD. The Respondent was thus over 12 months in arrears.
  - c. The Applicant was unaware of the Respondent's payment history prior to April 2025.
  - d. The Respondent was believed to be in receipt of Universal Credit. The Applicant did not know the Respondent's date of birth so could not make an application to seek remittance of any rent direct.
  - e. The Applicant had not been informed of any issue with payment of benefits such as may affect payment of rent.
  - f. The Property was a ground floor flat, believed to be a one-bedroom property.
  - g. It was not known to be adapted for the Respondent's use or especially suitable for her.
  - h. The Applicant believed that the Property required material repair and renovation work, especially as it appeared that no one had been living there full-time for around a year.
  - i. The Applicant held a property portfolio and sought to relet the Property once the repairs and renovations were completed.
10. No motion was made for expenses.

### **Findings in Fact**

11. On or around 9 March 2021, the previous landlord let the Property as a Private Residential Tenancy (albeit in an inaccurate style of agreement) to the Respondent with commencement on 9 March 2021 ("the Tenancy").

12. In terms of clause 3 of the Tenancy Agreement, the Respondent required to pay rent in advance from 9 March 2021 on the basis of £500 every four weeks.
13. The Applicant purchased the Property, and assumed being landlord, on 2 April 2025.
14. As of 22 July 2025, the Respondent was in arrears of rent of £2,482.14 (for the period from 2 April to 18 August 2025) having failed to make any payment of rent from 2 April 2025 until that date.
15. On 29 July 2025, the Applicant drafted a Notice to Leave in correct form addressed to the Respondent, providing the Respondent with notice, amongst other matters, that she was in rent arrears of £2,482.14.
16. The Notice to Leave provided the Respondent with notice that no application would be raised before the Tribunal prior to 29 August 2025.
17. The Applicant served a copy of the Notice to Leave on the Respondent by Sheriff Officer on 31 July 2025.
18. The Applicant raised proceedings on 29 August 2025 for an order for eviction with the Tribunal, under Rule 109, relying on Ground 12 of Schedule 3 Part 1 of the 2016 Act.
19. A section 11 notice in the required terms of the Homelessness Etc. (Scotland) Act 2003 was served upon West Dunbartonshire Council by the Applicant.
20. As of 15 April 2026, the Respondent remains in arrears of rent in the amount of £6,982.14 which is equivalent of over one year of rent.
21. The Respondent does not claim to have paid any amount of the arrears of £6,982.14 remaining as at 15 April 2026.
22. The sum of arrears remaining as of 15 April 2026 is neither wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, other than any referable to an act or omission of the Respondent.
23. The Property is not specially adapted for the use of the Respondent nor is its location specifically suitable for the Respondent's needs.
24. The Applicant provided the Respondent with information in terms of the pre-action protocol requirements by letter on 14 and 21 July 2025.
25. Intimation of the date and time of the CMD was given to the Respondent by Sheriff Officer on 24 February 2026.
26. The Respondent has not occupied the Property full-time since, at least, in or around May 2025.

27. The Property requires repairs and renovation.
28. The Respondent has failed to communicate with the Applicant in regard to her occupancy, inspection of the Property, or payment of rent.

### **Reasons for Decision**

29. The application was in terms of rule 109, being an order for eviction from a PRT. We were satisfied on the basis of the application and supporting papers that the Notice to Leave had been correctly drafted and served upon the Respondent in respect of the interests of the Applicant, notwithstanding the scant documentation for the Tenancy (and the use of an incorrect style agreement).
30. Ground 12 of Schedule 3 to the 2016 Act (as amended and applying to this application) applies if:
  - (1) *...the tenant has been in rent arrears for three or more consecutive months. ...*
  - ...
  - (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.*
  - ...
31. The arrears information provided at the CMD clearly showed that Ground 12 was satisfied in regard to the length of arrears and amount outstanding. There was nothing to suggest that the Respondent's failure to pay was related to an issue with benefits. Ground 12 is satisfied subject to paragraph 3(b) regarding reasonableness.
32. We require, in terms of the Act as currently amended, to consider the reasonableness of the application even in regard of persistent arrears. We were satisfied that the Applicant's reasons for seeking eviction were reasonable given the amount and duration of the arrears. There was an absence of any engagement by the Respondent on payment of the arrears and no positive engagement regarding her apparent non-occupation. Her communication with the Applicant, both by text and through the homelessness unit, suggested she was aware of the significance of a lease and her ability to bring it to an end if she

wished. She had, however, clearly expressed that she did not seek to terminate the Tenancy and her actions showed an intentional refusal to engage with the Applicant to address any issue. The Respondent did not appear or provide submissions in regard to any issue, including reasonableness. In all the circumstances, we were satisfied that it was reasonable to evict on the basis of the information before us.

33. The Rules allow at rule 17(4) for a decision to be made at a CMD as at a hearing before a full panel of the Tribunal. On the basis of the information held, we are thus satisfied to grant an order for eviction at this time.

### **Decision**

34. In all the circumstances, we grant an order against the Respondent for eviction from the Property under section 51 of the *Private Housing (Tenancies) (Scotland) Act 2016* further to ground 12 of Schedule 3 of that Act.

### **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.**

Joel Conn

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15 April 2026

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Legal Member/Chair

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Date