



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)

Chamber Ref: FTS/HPC/EV/25/4038

Re: Flat 1/2, 1451 Paisley Road West, Glasgow, G52 1SX
 (“the Property”)

Parties:

Mr Jasbinder Kooner, 190 Glasgow Road, Paisley, PA1 3LT
 (“the Applicant”)

Mr Jahangeer Liaqat, Flat 1/2, 1451 Paisley Road West, Glasgow, G52 1SX
 (“the Respondent”)

Tribunal Members:

Pamela Woodman (Legal Member) and Gerard Darroch (Ordinary Member)

Present:

The case management discussion took place at 2pm on Monday 20 April 2026 by teleconference call (“**the CMD**”). The Applicant was present at the CMD and was represented by Mr Mark Jones of HJJ Property Management. The Respondent was neither present nor represented at the CMD. The clerk to the Tribunal was Michael Cowie.

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order be granted in favour of the Applicant against the Respondent under ground(s) 10 (not occupying let property) and/or 11 (breach of the tenancy agreement) and/or 12 (rent arrears) of schedule 3 to the 2016 Act.

BACKGROUND

1. An application had been made to the Tribunal under section 51(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure)

Regulations 2017, as amended. More specifically, the application was made in terms of rule 109 (*Application for an eviction order in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was an eviction order against the Respondent in respect of the Property on the basis of:
 - a. ground 10 (not occupying let property),
 - b. ground 11 (breach of the tenancy agreement), and/or
 - c. ground 12 (rent arrears) of schedule 3 to the 2016 Act.

3. The application form was dated 16 September 2025 and copies of various documents were provided, including:

- a. the private residential tenancy agreement between the Respondent and the Applicant (acting by his agent, Mark Jones of HHJ Property Management) dated 1 December 2024 ("**Tenancy Agreement**").
- b. a notice to leave dated 15 August 2025 addressed to the Respondent at the Property ("**Notice to Leave**"), which stated that an application would not be submitted to the Tribunal for an eviction order before 15 September 2025 and that the eviction grounds were "You are no longer occupying the Let Property", "You have breached a term(s) of your tenancy agreement" and "You are in rent arrears over three consecutive months".
- c. evidence of the Notice to Leave having been sent by e-mail on 15 August 2025 to the Respondent at his e-mail address for notices as set out in the Tenancy Agreement.
- d. a notice under section 11(3) of the Homelessness etc. (Scotland) Act 2003, together with the covering e-mail sending it to the local authority on 16 September 2025.
- e. a rent schedule showing arrears of rent of £8,900 as at 1 September 2025.
- f. e-mail correspondence with Glasgow City Council in relation to use of the Property by the Respondent in breach of the terms of the Tenancy Agreement.
- g. pre-action correspondence from the Applicant's representatives to the Respondent.

4. The eviction grounds stated by the Applicant were:

- a. Ground 10 (not occupying let property):

Notice to Leave - "The landlord and agent have met and spoke on the phone on a few occasions with the residents who are now living at the property as part of the subletting of the flat by the tenant, as a short term let. They have informed us they have never met the tenant in person, that they made all arrangements of moving into the property remotely via WhatsApp and

Facebook groups, that there are none of the tenants belongings in the flat and they receive a phone call every month reminding them to pay the rent. They informed the landlord and letting agent that the tenant does not live at the flat and has not done so since January 2025.”

Application form - “the tenant is no longer occupying the Property. The landlord and letting agent discover the tenant was using the Property for a short term let. Upon subsequent visits to the flat the people living there confirmed the tenant no longer lived there and that they had never met him.”

b. Ground 11 (breach of the tenancy agreement):

Notice to Leave – “Clause 6 of the tenancy agreement has been breached as the tenant is not living at the property and does not have permission from the landlord to operate a short term let.

Clause 7 of the tenancy agreement has been breached as the tenant is in severe rental arrears.

Clause 11 has been breached as it has been evidenced that the tenant is subletting the property without permission from the landlord.

Clause 12 has been breached as no notice was given to the landlord about other occupants using the flat as their primary residence.

Clause 13 has been breached as the landlord and letting agent discovered there is overcrowding with 4 people living in a 3 bedroom non-HMO flat.

Clause 15 has been breached as the tenant has not informed the landlord about any long term absence.”

Application form - “The tenant has set up the Property as a short term let and is in breach of section 11 of their Tenancy Agreement. It has been sublet without the landlord’s permission and the current occupant confirmed they were paying monthly rent and deposits. Furthermore, there were 4 people living in the Property when the inspections were conducted. This breaches both the short term let licensing rules of the council, plus HMO regulations.”

c. Ground 12 (rent arrears):

Notice to Leave – “The tenant is now in severe rental areas having paid no rent since 3rd January 2025, with the outstanding rent now totalling £7,900. A rental statement detailing this has been attached with this notice.”

Application form - “The tenant is in substantial rent arrears since 3rd January 2025 and owes a total of £8,900 as at the time of application.”

5. A notice of acceptance of the application was issued dated 17 November 2025 under rule 9 of the HPC Rules and confirming that the application paperwork had been received between 18 September 2025 and 22 October 2025.
6. The Respondent did not provide any written representations in advance of the CMD.

RELEVANT LEGISLATION

7. Ground 10 of schedule 3 to the 2016 Act provides that:

- “(1) It is an eviction ground that the tenant is not occupying the let property as the tenant's home.*
- (2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if—*
 - (a) the let property is not being occupied as the only or principal home of—*
 - (i) the tenant, or*
 - (ii) a person to whom a sub-tenancy of the let property has been lawfully granted,*
 - (b) the property's not being so occupied is not attributable to a breach of the landlord's duties under Chapter 4 of Part 1 of the Housing (Scotland) Act 2006, and*
 - (c) the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.*
- (3) In sub-paragraph (2), the reference to a sub-tenancy being lawfully granted is to be construed in accordance with section 46(3).”*

8. Section 46(3) of the 2016 Act is in the following terms:

- “A sub-tenancy is not lawfully granted for the purpose of subsection (1) if—*
 - (a) sub-letting the let property is precluded by a term of—*
 - (i) the tenancy of the person who granted the sub-tenancy (“the mid-landlord”), or*
 - (ii) the tenancy of a tenant from whom the mid-landlord's tenancy is held (directly or indirectly), and*
 - (b) the person entitled to enforce the term mentioned in paragraph (a) has not expressly or impliedly consented to the sub-tenancy being granted or continuing.”*

9. Ground 11 of schedule 3 to the 2016 Act provides that:

- “(1) It is an eviction ground that the tenant has failed to comply with an obligation under the tenancy.*
- (2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if—*

- (a) the tenant has failed to comply with a term of the tenancy, and*
- (b) the Tribunal considers it to be reasonable to issue an eviction order on account of that fact.*

- (3) The reference in sub-paragraph (2) to a term of the tenancy does not include the term under which the tenant is required to pay rent.”*

10. Ground 12 of schedule 3 to the 2016 Act provides that:

- “(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.*
- (2) [REPEALED]*
- (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.”*

PRELIMINARY ISSUE

11. One of the stated eviction grounds was that the Respondent was no longer occupying the Property as their home.

12. It was noted that the notification of the CMD, together with the case papers, had been served by sheriff officers on 4 March 2026 “by means of a letterbox” at the Property, “after diligent enquiries and having established that [the Respondent] resided at” that address. The Tribunal had asked that the Tribunal’s administration team request more information from the sheriff officers on those enquiries but that information was not provided to the Tribunal in advance of the CMD.

13. Therefore, it was not known if the Respondent was aware of the CMD.

14. Given that eviction grounds 10, 11 and 12 were all stated in the application, then any argument from the Respondent that he was not aware of the CMD would not be tenable and/or valid - either the Respondent was occupying the Property and so was deemed to have received the notification of the CMD and case papers or the Respondent was no longer occupying the Property as his home and so would

not be prejudiced by any eviction order if one were to be granted against him in his absence.

15. Accordingly, the Tribunal determined that the CMD could proceed on the basis that there would be an absurd result if the reason for refusing to deal with the matter at the CMD was on the basis of the Respondent potentially not having received notice of the CMD (to hear an application to evict him) which was, in turn, as a result of him already having vacated the Property. The Tribunal determined that, in the particular circumstances of this case, this would not be in line with the overriding objective set out in HPC Rule 2 and so the CMD could proceed.

PROCEEDINGS

16. The Applicant's agent confirmed that the current arrears were £14,900, with the last payment being for only £50 which payment was made in March 2025.
17. The Applicant's agent confirmed that the last communication with the Respondent had been in late January 2026 when access for the inspection and gas safety certificate was being arranged but that there had not been any communication to or from the Respondent regarding the CMD.
18. The Applicant's agent noted that the Respondent had not been at the Property, and that the Respondent had made a point of saying that he was not required to be present in person at the Property, when the Applicant's agent and/or the Applicant attended at the Property.
19. The Applicant's agent noted that the Respondent claimed in an e-mail still to be living at the Property but the Property was clearly being sub-let without permission from the Applicant; the Applicant's agent and the Applicant having attended the Property and spoken to people who were living in the Property who said that they were paying a "rent" to the Respondent but that they had not met the Respondent and that the Respondent did not have any belongings in the Property.
20. The Applicant's agent noted that there had been a lot of correspondence with the council with regard to the sub-letting by the Respondent, both without permission from the Applicant but also without the Respondent having a valid registration on the short term lets register, and that all rooms in the Property were being occupied by four individuals (two of whom were understood to be a couple but otherwise the four were unrelated) and there was no house in multiple occupation (HMO) licence for the Property.

FINDINGS IN FACT

21. The Tenancy Agreement stated that:
- a. The start date of the tenancy was 1 December 2024;
 - b. The Property was let unfurnished;
 - c. Rent was payable at the rate of £1,000 per calendar month, payable in advance on the 1st of the month; and
 - d. A deposit of £1,000 was payable.

22. The Tribunal was satisfied, on the balance of probabilities, that:

- a. There were arrears of over 7 months' rent as at the date of service of the Notice to Leave and of over 14 months' rent as at the date of the CMD.
- b. The Respondent was not continuing to occupy the Property as his home (and so was absent for more than 14 days), contrary to clause 6 of the Tenancy Agreement, and had failed to notify the Applicant of this, contrary to clauses 12 and 15 of the Tenancy Agreement.
- c. The Respondent had not sought nor received the Applicant's written permission to carry out a trade or business at or from the Property (i.e. sub-letting/licensing/occupation of the Property by third parties for payment), contrary to clause 6 of the Tenancy Agreement.
- d. The Respondent was in breach of clause 11 of the Tenancy Agreement by allowing other individuals to occupy the Property (or parts of it) on whatever basis in exchange for payment, without the Applicant's written permission.
- e. The Respondent was in breach of clause 12 of the Tenancy Agreement by allowing other individuals (who had no relationship to the Respondent, other than akin to one of a landlord and tenant) to occupy the Property (or parts of it) as their only or principal home or, in the alternative, if there was a relationship with the Respondent (other than akin to one of landlord and tenant) by failing to notify the Applicant of their name and relationship.
- f. Notwithstanding the other breaches of the Tenancy Agreement, the Respondent had allowed three or more unrelated individuals to occupy the Property without there being an HMO licence for the Property.

REASONS FOR DECISION

23. The Tribunal was satisfied, on the balance of probabilities, that:

- a. the requisite notices were valid and had been validly served;
- b. the Respondent had, for three or more consecutive months, been in arrears of rent (ground 12);
- c. the Respondent had failed to comply with various obligations under the Tenancy Agreement (ground 11);
- d. the Respondent was not occupying the Property as his home (ground 10);
- e. no sub-tenancy of the Property (or any part of it) had been "lawfully granted" (ground 10);
- f. it was reasonable to grant an eviction order in the circumstances of this case. This was on the basis that:

- i. notwithstanding that the Respondent was taking payments from those occupying the Property without the written permission of the Applicant, the Respondent had not made any payment of any amount of rent to the Applicant for over 13 months – the last payment having been made in March 2025 (ground 12);
- ii. there were significant arrears – of over 14 months’ rent as at the date of the CMD (ground 12);
- iii. the Respondent’s failure to comply with, and active breach of, the obligations in the Tenancy Agreement had caused the Applicant unnecessary concern and also additional work for both the Applicant and the Applicant’s agent in corresponding with the council and the police, as well as causing the potential for problems for the Applicant as a landlord (ground 11);
- iv. the council’s planning enforcement officer accepted in e-mail correspondence that “there is evidence of it operating in this manner”, i.e. for unlicensed short term letting and “as an illegal HMO” (ground 11);
- v. if the Tenant is not occupying the Property as his home, then the grant of an eviction order against him in relation to the Property will not be detrimental to him in terms of his living arrangements and would formalise the position for the Applicant, allowing him to take steps to secure vacant possession and change the locks (ground 10); and
- vi. the Respondent had not engaged with the proceedings (all of grounds 10, 11 and 12).

24. Accordingly, the Tribunal found that each of ground 12 (rent arrears), ground 11 (breach of the tenancy agreement) and ground 10 (not occupying let property) of schedule 3 to the 2016 Act was met and applied, whether individually or in the alternative, and that only one of those grounds would have required to be met in order to grant an eviction order against the Respondent in this case.

DECISION

The Tribunal granted the application under section 51(1) of the 2016 Act for an eviction order on the basis of ground 12 (rent arrears) and/or ground 11 (breach of the tenancy agreement) and/or ground 10 (not occupying let property) of schedule 3 to the 2016 Act.

RIGHT OF APPEAL

In terms of Section 46 of the Tribunals (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.

Pamela Woodman

20 April 2026

Chair

Date