



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 18 of the Housing (Scotland) Act  
1988**

**Chamber Ref: FTS/HPC/EV/25/3674**

**Re: Property at 29 Stewart Crescent, Newmains, Wishaw, ML2 9DH ("the  
Property")**

**Parties:**

**Mr John Paul o'Hagan, 22 Kilmailing Road, Cathcart, Glasgow, G44 5UJ ("the  
Applicant")**

**Miss Ashleigh Carr, 29 Stewart Crescent, Newmains, Wishaw, ML2 9DH ("the  
Respondent")**

**Tribunal Members:**

**Gillian Buchanan (Legal Member) and David Fotheringham (Ordinary Member)**

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

At the Case Management Discussion ("CMD"), which took place by telephone conference on 27 April 2026, the Applicant was not present but was represented by Miss Lisa Scott of Empire Property. The Respondent was neither present nor 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.

Prior to the CMD the Tribunal had received from Miss Scott an email of 22 April 2026 with updated Rent Statement.

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

**Background**

The Tribunal noted the following background:-

- i. The Applicant is the heritable proprietor of the Property.
- ii. The Applicant leased the Property to the Respondent in terms of a Short Assured Tenancy Agreement ("the SAT") that commenced on 22 March 2017.

- iii. The initial term of the tenancy was for the period to 23 September 2017 and the SAT provides that, thereafter, the tenancy continues on a month to month basis.
- iv. The rent payable in terms of the SAT was initially agreed to be £495 per calendar month.
- v. The Applicant's agent served on the Respondent by recorded delivery post a Notice to Quit and a Notice under Section 33 of the Housing (Scotland) Act 1988 dated 16 and 17 June 2025 respectively requiring the Respondent remove from the Property by 23 August 2025.
- vi. The Applicant's agent also served on the Respondent by recorded delivery post a Notice under Section 18 and Schedule 5 of the Housing (Scotland) Act 1988 dated 17 June 2025 referring to Grounds 11 and 12 of Schedule 5 requiring the Respondent remove from the Property by 23 August 2025.
- vii. The Applicant's agent served on North Lanarkshire Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.
- viii. Pre-action protocol letters were issued to the Respondent by the Applicants' agent on 2 and 20 May 2025.
- ix. No rent has been paid from March 2025 onwards.
- x. The rent arrears due as at 22 April 2026 are £8,123.64.

### **The CMD**

At the CMD Miss Scott for the Applicant made the following oral representations in response to questions from the Tribunal:-

- i. The rent arrears remain at £8,123.64 with no payments from the Respondent since February 2025.
- ii. On the SAT the date of signature by the Respondent is erroneously stated to be 2019. Signing took place on 22 March 2017.
- iii. The deposit of £495 is still held with Safe Deposits Scotland.
- iv. It is difficult to communicate with the Respondent. She rarely replies.
- v. The Respondent is still living in the property. She lives there alone.
- vi. The Respondent was previously employed as an administrator in an office.
- vii. The Respondent has no known disabilities.
- viii. The Respondent previously advised that she had applied for Universal Credit but on checking the position no such application had been made.
- ix. The third pre action protocol letter was issued to the Respondent 7 days after the letter sent on 20 May 2025. The letters were sent by email and ordinary post. The respondent did not reply.
- x. The Applicant seeks an eviction order.

### **Findings in Fact**

The Tribunal made the following findings in fact:-

- i. The Applicant is the heritable proprietor of the Property.
- ii. The Applicant leased the Property to the Respondent in terms of the SAT that was signed and commenced on 22 March 2017.
- iii. The initial term of the tenancy was for the period to 23 September 2017 and the SAT provides that, thereafter, the tenancy continues on a month to month basis.
- iv. The rent payable in terms of the SAT was initially agreed to be £495 per calendar month.
- v. The Applicant's agent served on the Respondent by recorded delivery post a Notice to Quit and a Notice under Section 33 of the Housing (Scotland) Act 1988 dated 16 and 17 June 2025 respectively requiring the Respondent remove from the Property by 23 August 2025.

- vi. The Applicant's agent also served on the Respondent by recorded delivery post a Notice under Section 18 and Schedule 5 of the Housing (Scotland) Act 1988 dated 17 June 2025 referring to Grounds 11 and 12 of Schedule 5 requiring the Respondent remove from the Property by 23 August 2025.
- vii. The Applicant's agent served on North Lanarkshire Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.
- viii. Pre-action protocol letters were issued to the Respondent by the Applicants' agent on 2, 20 and 27 May 2025.
- ix. No rent has been paid from March 2025 onwards.
- x. The rent arrears due as at 22 April 2026 are £8,123.64.
- xi. The deposit of £495 is still held with Safe Deposits Scotland.
- xii. It is difficult to communicate with the Respondent. She rarely replies.
- xiii. The Respondent is still living in the property. She lives there alone.
- xiv. The Respondent was previously employed as an administrator in an office.
- xv. The Respondent has no known disabilities.
- xvi. The Respondent previously advised that she had applied for Universal Credit but on checking the position no such application had been made.

### **Reasons for Decision**

The Respondent did not submit any representations to the Tribunal and did not attend the CMD. The factual background narrated by the Applicant within the application papers and orally on his behalf at the CMD was not challenged and was accepted by the Tribunal.

The application proceeds upon Section 18 of the 1988 Act and Ground 11 of Schedule 5 thereof.

Section 18 states:-

*"18.— Orders for possession.*

*(1) The First-tier Tribunal shall not make an order for possession of a house let on an assured tenancy except on one or more of the grounds set out in Schedule 5 to this Act.*

*(2) The following provisions of this section have effect, subject to section 19 below, in relation to proceedings for the recovery of possession of a house let on an assured tenancy.*

*(4) If the First-tier Tribunal is satisfied that any of the grounds in Part I or II of Schedule 5 to this Act is established, the Tribunal shall not make an order for possession unless the Tribunal considers it reasonable to do so.*

*(4A) In considering for the purposes of subsection (4) above whether it is reasonable to make an order for possession on Ground 11 or 12 in Part II of Schedule 5 to this Act, the First-tier Tribunal shall have regard, in particular, to -*

*(a) the extent to which any delay or failure to pay rent taken into account by the Tribunal in determining that the Ground is established is or was a consequence of a delay or failure in the payment of relevant housing benefit or relevant universal credit, and*

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

*(5) Part III of Schedule 5 to this Act shall have effect for supplementing Ground 9 in that Schedule and Part IV of that Schedule shall have effect in relation to notices given as mentioned in Grounds 1 to 5 of that Schedule.*

*(6) The First-tier Tribunal shall not make an order for possession of a house which is for the time being let on an assured tenancy, not being a statutory assured tenancy, unless—*

*(a) the ground for possession is Ground 2 in Part I of Schedule 5 to this Act or any of the grounds in Part II of that Schedule, other than Ground 9, Ground 10, Ground 15 or Ground 17; and*

*(b) the terms of the tenancy make provision for it to be brought to an end on the ground in question.*

*(6A) Nothing in subsection (6) above affects the First-tier Tribunal's power to make an order for possession of a house which is for the time being let on an assured tenancy, not being a statutory assured tenancy, where the ground for possession is Ground 15 in Part II of Schedule 5 to this Act.*

*(7) Subject to the preceding provisions of this section, the First-tier Tribunal may make an order for possession of a house on grounds relating to a contractual tenancy which has been terminated; and where an order is made in such circumstances, any statutory assured tenancy which has arisen on that termination shall, without any notice, end on the day on which the order takes effect.*

*(8) In subsection (4A) above—*

*(a) "relevant housing benefit" means—*

*(i) any rent allowance or rent rebate to which the tenant was entitled in respect of the rent under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971); or*

*(ii) any payment on account of any such entitlement awarded under Regulation 91 of those Regulations;*

*(aa) "relevant universal credit" means universal credit to which the tenant was entitled which includes an amount under section 11 of the Welfare Reform Act 2012 in respect of the rent;*

*(b) references to delay or failure in the payment of relevant housing benefit or relevant universal credit do not include such delay or failure so far as referable to any act or omission of the tenant.*

*(9) Regulations under subsection (4A)(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.*

*(10) Regulations under subsection (4A)(b) are subject to the affirmative procedure (see section 29 of the Interpretation and Legislative Reform (Scotland) Act 2010 (asp 10))."*

Schedule 5 Grounds 11 states:-

*"Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due."*

The rent arrears due are significant. The Respondent has paid nothing at all since March 2025. It is reasonable to grant an eviction order.

## **Decision**

The Tribunal grants an eviction order against the Respondent in favour of the Applicant.

## **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.**



---

**Legal Member/Chair**

**27 April 2026**  
**Date**