



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/25/4683

Re: Property at Flat 2/1, 15 Milton Road, Kilbirnie, North Ayrshire, KA25 7BA (“the Property”)

Parties:

Wockman Holdings LTD, 118 Brownside Road, Glasgow, Cambuslang, G72 8AF (“the Applicant”)

Mr Michael Graham, Flat 2/1, 15 Milton Road, Kilbirnie, North Ayrshire, KA25 7BA (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member) and Jane Heppenstall (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for recovery and possession should be granted in favour of the Applicant.

Background

1. An application was received by the Housing and Property Chamber dated 31st October 2025. The application was submitted under Rule 109 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on ground 12 of the Private Housing (Tenancies) (Scotland) Act 2016.
2. On 22nd April 2026, all parties were written to with the date for the Case Management Discussion (“CMD”) of 22nd May 2026 at 10am by teleconferencing. The letter also requested all written representations be submitted by 13th May 2026.
3. On 24th April 2026, sheriff officers served the letter with notice of the hearing date and documentation upon the Respondent by personal service. This was evidenced by Certificate of Intimation dated 24th April 2026.

4. On 15th May 2026, the Respondent's representative emailed the Housing and Property Chamber lodging a mandate of authority and stated that the Respondent was not opposed to an order being granted but wanted it to be superseded for three months.

The Case Management Discussion

5. A CMD was held on 22nd May 2026 at 10am by teleconferencing. The Applicant was not present but was represented by Mr David Walbancke, Senior Property Management, Ritehome Ltd. The Respondent was not present but was represented by Ms Louise Mathieson, Information and Advice Officer, CHAP.
6. Mr Walbancke said that there have been no payments to the rent account since 16th July 2025. Prior to that the full rent was not being addressed. It is understood that The Respondent has not been in contact with the letting agent. Mr Walbancke said that he tried calling, texting and emailing but there has been no response. He said that the Respondent changes his phone number every few months which makes it harder for him to be contacted as he has not provided an up to date number each time. His office has tried to attend the Property but the last time left an inspection in June/July 2025 due to the Respondent becoming agitated. Mr Walbancke said that the Respondent lives in the Property on his own.
7. Ms Mathieson said that the Respondent said that he has not paid his rent charge due to repairs needing to be undertaken in the Property. He was advised by a friend not to pay the rent until the repairs were done. He believed that he was withholding the rent but he did not notify the Applicant or the letting agent and did not retain the money in a separate bank account. He does not have any of the money saved. Ms Mathieson said that there are still holes in the Respondent's ceiling that required to be replastered. She contacted the letting agent in January 2026 but has not heard from them. As this eviction case was in progress the Respondent did not want to pursue a Repairing Standards application to the Housing and Property Chamber.
8. In terms of payment, Ms Mathieson said that the Respondent is receiving the Housing Element of Universal Credit. She advised the Respondent in January 2026 to ensure that he was paying this to the Applicant each month to prevent the arrears accruing. His friend who advised him not to pay regarding the arrears (wrongly assuming that this was withholding rent but had not followed correct procedures to withhold his rent) advised the Respondent not to pay the rent going forward. He had been reassured by Google searches that this was the appropriate action and not listen to Ms Mathieson. Ms Mathieson's advice remains that the Respondent should pay his rent each month.
9. Mr Walbancke said that there had been a leak in the roof. This is the top floor flat so the leak directly affected the Respondent. This was in 2024. There were holes in the Respondent's living room. These were repaired and replastered. The hole in the bathroom still needed to be attended to and the decoration in the living room required to be completed. There have been numerous attempts to contact the Respondent to arrange this but without success. This included one

of the tradesmen calling at the Respondents door and leaving a handwritten message on it for the Respondent to contact him. It has been the same position for the electrical and gas certificates. The letting agent has not been able to get access. A right of access application has been lodged with the Housing and Property Chamber to allow them to do that. He also noted that due to the spelling of his company's name sometimes people did not email the correct address. Ms Mathieson confirmed that she emailed the address given by the Respondent's friend. It came to light during these discussion that this was not the correct address.

10. Ms Mathieson said that the Respondent has ongoing health conditions and is under is GP and Mental Health Team. He does not have a CPN.
11. Ms Mathieson said that the Respondent's local authority had asked if the Tribunal could allow the Order to be superseded for 3 months to give them an opportunity to rehouse the Respondent. If this does not happen then he will be rehoused in assessment housing.
12. The Tribunal took into consideration all that it had before it. It noted that he Respondent was not opposed to the granting of the application but that he wanted three further months. The Tribunal noted that this is a matter of judicial discretion. It did not consider it fair, reasonable or appropriate to grant this request given that there have been no attempts to address the ongoing rent charge even after the Respondent was given professional advice to pay his rent. It would prejudice the Applicant to supersede an order. The Order will be in the normal time frame.

Findings and reason for decision

13. A Private Rented Tenancy Agreement commenced 18th May 2018.
14. The Respondent has persistently failed to pay his rent charge of £370 per month. The rent payments are due to be paid on the eighteenth day of each month. The last payment was made on 16th July 2025.
15. The Respondent has been in rent arrears for three or more consecutive months when the notice was served. The rent account has been in arrears since at least 31st March 2021.
16. Though there is no mortgage on the Property the Applicant does have ongoing costs that require to be addressed each month.
17. There are no known outstanding Universal Credit Housing Element issues. The Respondent continues to receive the Housing Element of Universal Credit but has elected not to pay it to the Applicant. He has been advised by his professional representative to pay his rent but has chosen to listen to his friend who said that he should not do that.
18. While there may have been repairs issues outstanding these are mostly cosmetic repairs which the Respondent has not cooperated with the Applicant's letting agent to allow them to be completed.

19. The Respondent is not opposed to the granting of an order. The Respondent has spoken to his local authority housing department who will not rehouse him until an order for eviction has been granted.

20. The issue of reasonableness, while fully considered, was viewed in the context of the action not being opposed. Accordingly, this weighed in the favour of granting the Order.

Decision

21. The Tribunal found that ground 12 has been established and granted an order 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.

Gabrielle Miller

22nd May 2026

Legal Member/Chair

Date