



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

Chamber Ref: FTS/HPC/EV/25/4916

Re: Property at 13A Morn Street, Alyth, Blairgowrie, PH11 8BE (“the Property”)

Parties:

Mr Philip McKenna, Pinewood, Brucefield Road, Blairgowrie, PH10 6LA (“the Applicant”)

Mr John Campbell, 13A Morn Street, Alyth, Blairgowrie, PH11 8BE (“the Respondent”)

Tribunal Members:

Elaine Paton (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 an eviction order should be granted against the Respondent in favour of the Applicant.

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Ground 12 of Schedule 3 of the 2016 Act. Detail of the tenancy arrangement, a Notice to leave, rent statement, section 11 notice and evidence regarding the rent arrears pre-action protocol were lodged with the application.
2. A copy of the application was served on the Respondent by Sheriff Officer on 30 April 2026. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 05 June 2026 at 10am and that they were required to participate. The Respondent was required to submit any written representation in response to the application by 20 May 2026. No correspondence was received from the Respondent prior to the date of the CMD.

3. The CMD took place on 05 June 2026. The Applicant was not present but was represented by Mr Mackintosh of Hodge Solicitors LLP of Coupar Angus. The Respondent did not participate.

Summary of Discussion at CMD

4. The Applicant's representative Mr Mackintosh told the Tribunal it is believed that the Respondent may potentially still be at the Property albeit the Applicant had stated they had not felt anyone was actually residing there when they had visited the street. Mr Mackintosh stated the Applicant had not received any rent from the Respondent since they moved into the Property therefore the Applicant wished the Tribunal to grant an eviction order.
5. The Tribunal noted there is no tenancy paperwork. Mr Mackintosh explained that, in terms of an Affidavit provided by the Applicant, the Applicant had been approached by the Respondent to take on a tenancy of the Property as they were in urgent need of accommodation. Consequently, the Applicant had agreed to let the Respondent live in the Property without a formal lease being put in place. The Applicant stated in their Affidavit that the parties had agreed the tenancy arrangement would commence on 27 May 2025 on the basis of a specified sum of rent payable per calendar month in advance, and the Respondent had moved into the Property on that date; however, since moving into the Property the Respondent had not paid any rent. The Applicant had accepted a deposit of £450 regarding the arrangement. On moving into the Property on 27 May 2025, the first payment of rent became due (for the period 27 May 2025 to 26 June 2025) then rent was due calendar monthly thereafter on 27th of each month. A tabular rent statement document was produced with the application demonstrating there were three consecutive months arrears of rent when a Notice to Leave was served upon the Respondent on 19 September 2025. Mr Mackintosh stated that the Applicant had indicated to his firm they had made various attempts to engage the Respondent regarding payment of the arrears and with a view to agreeing a payment plan, albeit he could not be more specific in respect of dates and the means of those communication(s) between the Applicant and the Respondent. In response to the Housing and Property Chamber ("HPC") administration during the application process regarding further information sought, written correspondence dated 18 December 2025 was attached to the Applicant's Affidavit dated 20 January 2026 which comprised necessary information that the landlord is required to provide to their tenant and the Applicant had stated: in absence of a response thereto, a further letter to the Respondent was issued by them that same day. The said letter dated 18 December 2025 incorporated tenancy arrangement details (albeit erroneously stated the frequency of rent as weekly rather than monthly), level of arrears of rent (calculated on monthly rent), and details of agencies such as Shelter, Citizens Advice Bureau, Social Welfare Fund, and the local authority for the tenant to seek advice and assistance from including in relation to a payment plan. A copy of the letter dated 20 January 2026 was not produced and Mr Mackintosh stated he had not been provided with a copy by his colleague in order to confirm the content of the letter, nor was Mr Macintosh positioned to

provide information on the number of times and when the Applicant had visited the street.

6. The Tribunal had before it, contradictory information on the level of rent agreed between the parties however Mr Mackintosh explained reference to weekly rent was erroneous and one reference to £430 monthly rent was a typographical error. Responding to the Tribunal, Mr Mackintosh stated the rental sum agreed between the parties was the same as the deposit sum paid by the Respondent when discussing the tenancy arrangement, the frequency of rent was calendar monthly in advance: £450 due on 27th each month. Mr Mackintosh conceded the Applicant had confused themselves as to the sum of 'arrears' (rather than unpaid rent including arrears) at certain dates however the rent statement and Notice to Leave stated the monthly rental sum was £450; and, in fact, the level of *arrears* were: £1,800 at the date of service of the Notice to Leave with £450 becoming due on 27 September 2025; £2,700 at the date the application was initially lodged, with £450 becoming due on 27 November 2025 (regarding the rental period ending 26 December 2025). The Respondent had made no payment of rent at all for the Property to date. Mr Mackintosh stated the current level of arrears was £5,850 (including the £450 rent due on 27 May 2026). Responding to the Tribunal regarding the Applicant having not been landlord registered at the time the application was submitted, Mr Mackintosh stated a landlord registration number had been provided to the HPC administration on 16 December 2025; the Tribunal confirming the status remained pending at 04 June 2026.
7. Mr Mackintosh stated the Applicant was 55 years old and the managing director of his own company, believed to be a pest removal business; the Applicant has been deprived of the rental income for the Property and cannot have any other individual(s) move into it; the Applicant had agreed to assist the Respondent when they urgently required accommodation. In response to the Tribunal, Mr Mackintosh stated the Applicant did have other properties but he was unable to specify how many, albeit he did recall his firm had undertaken various conveyancing work for the Applicant which had involved registration of security deed(s) – amongst his papers Mr Mackintosh stated he had a title sheet for the Property dating back to 2017 with a standard security in favour of Clydesdale Bank plc shown as registered. Mr Mackintosh continued to explain the Applicant had been deprived of 13 months' rent so did not have those monies to pay towards their financial commitments. Mr Mackintosh stated the Applicant had accepted it was unlikely they would recover any of the unpaid rent, the Applicant wanted to recover possession of the Property.
8. In relation to the Respondent's circumstances, and in response to the Tribunal, Mr Mackintosh stated he had no information regarding the Respondent's age, health or employment and benefits status but had been informed the Respondent resided in the Property alone.
9. The Tribunal invited further comment on behalf of the Applicant (if any). The Tribunal stated the Applicant's arrangement was problematic in a variety of aspects but noted the Applicant now had the benefit of legal advice in order to

ensure compliance with all of their statutory obligations as a landlord. The Tribunal made closing remarks before concluding the hearing.

Findings in Fact

10. The Applicant is the owner and landlord of the Property.
11. The Respondent is the tenant of the property in terms of a verbal agreement regarding a tenancy arrangement which commenced on 27 May 2025, and in respect of which arrangement the Applicant accepted payment a £450 deposit from the Respondent.
12. The initial calendar monthly rental was £450 due in advance on 27 May 2025, with rent of £450 due by the Respondent monthly thereafter on 27th each month.
13. The Respondent has been in arrears of rent since 27 May 2025. The Respondent has made no payments of rent to the Applicant since moving into the Property to date.
14. The Respondent currently owes £5,850 in unpaid rent up to and including the rent that became due on 27 May 2026.
15. The Applicant made efforts to engage the Respondent to resolve the arrears and issued correspondences to the Respondent.
16. The Respondent has failed to engage with the Applicant or offer any explanation for the arrears and failure to meet their ongoing rent payment obligation.
17. The Respondent resided in the Property alone when the tenancy commenced and it is believed they could still to be occupying the Property to date.

Reasons for Decision

18. The application paperwork included an Affidavit sworn by the Applicant in relation to the tenancy arrangement agreed between them and the Respondent. The Respondent has resided at the Property since 27 May 2025.
19. The application paperwork included a Notice to Leave dated 17 September 2025, together with explanation and evidence which establishes that the Notice was served via hand delivery at the Property on 19 September 2025. The Notice includes a statement that an application to the Tribunal is to be made on ground 12 (rent arrears over three consecutive months).
20. The application to the Tribunal was made after expiry of the notice period. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016

Act.

21. Section 51(1) of the 2016 Act states, “The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.”
22. Ground 12 of Schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states “(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months. (3) The First-tier Tribunal may find that the ground named in 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.” Sub-Paragraph (4) states, “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 Minister in regulations.” Relevant benefits are defined in sub-paragraph (5) and include housing benefit and universal credit. The Pre Action-Requirements Regulations include the provision of clear information relating to the terms of the tenancy agreement, the level of the arrears, the tenant’s rights in relation to eviction proceedings and how the tenant can access information and advice.
23. The Tribunal accepted the unchallenged evidence on behalf of the Applicant in the form of the documents submitted and the information provided at the CMD. The Tribunal is satisfied that the Respondent currently owes £5,850 in unpaid rent including £450 rent which became due by them on 27 May 2026 and that they have been in arrears of rent for three or more consecutive months, both at the date of service of the Notice to leave and the CMD. Ground 12 is therefore established.
24. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -
 - (a) The Tribunal accepted that the Applicant made efforts to engage the Respondent prior to issuing the Notice to Leave with a view to assisting the Respondent regarding the arrears and agreeing a payment plan; and written correspondence incorporating the necessary information a landlord is required to provide to their tenant (including details of the tenancy arrangement, level of arrears due, details of various advice agencies and organisations for the Respondent to obtain assistance and support if so desired) was issued to the Respondent, albeit the particular correspondences the Tribunal had before it were evidently issued at a later juncture (post-service of the Notice to Leave).

- (b) The Tribunal is satisfied that there is no evidence that the Respondent is in receipt of benefits, thus that the arrears could be attributable to a delay or failure in the payment of a relevant benefit.
- (c) The Respondent did not participate in the CMD or notify the Tribunal if the application was opposed.
- (d) The arrears are significant and are increasing. No payments have been made during the Respondent's tenure.
- (e) The Respondent has failed to engage with the Applicant in order to address the situation and has provided no explanation for the arrears.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act and that ground 12 has been established. For the reasons outlined in paragraph 24, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

Decision

The Tribunal determines that an eviction order should be granted against the Respondent.

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
Elaine Paton

Date: 05 June 2026