

Housing and Property Chamber
First-tier Tribunal for Scotland



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 (“the 2016 Act”) and Rule 109 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Regulations”)

Chamber Ref: FTS/HPC/EV/25/3668

Re: Property at 2 Rosemount Road, Arbroath, DD11 2AU (“the Property”)

Parties:

Mr Ian Black, 52 Nolt Loan Road, Arbroath, DD11 2AH (“the Applicant”)

Ms Caroline Rice, 2 Rosemount Road, Arbroath, DD11 2AU (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Mary Lyden (Ordinary Member)

Decision

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

Background

1. The application submitted on 27 August 2026 sought an eviction order on Grounds 1 (landlord’s intention to sell), 3 (landlord’s intention to refurbish), 11 (breach of tenancy conditions) and 12 (rent arrears for more than 3 consecutive months) Supporting documentation was submitted by the Applicant including a copy of the tenancy agreement, Notice to Leave, rent statement and other evidence in support of the eviction grounds. The tenancy had commenced on 1 March 2023, although there appeared to have been a previous joint tenancy with the Respondent and her former partner.
2. Following initial procedures, on 8 December 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.

3. Notification of the application and details of the Case Management Discussion ("CMD") fixed for 10 March 2026 was served on the Respondent by way of Sheriff Officer on 9 February 2026. In terms of said notification, the Respondent was invited to lodge any written representations by 26 February 2026.
4. On 24 February 2026, the Respondent emailed the Tribunal, explaining a delay with her receiving the Tribunal papers and requesting an extension of time to seek advice and lodge written representations. This request was circulated to the Applicant who lodged objections to the extension request on 2 March 2026. Due to an administrative oversight, the extension request and objections to it were not circulated to the Legal Member in time for the request to be considered, or responded to, prior to the CMD.

Case Management Discussion

1. The Case Management Discussion ("CMD") took place by telephone conference call on 10 March 2026 at 10am and was attended only by the Applicant, Mr Ian Black. The Tribunal delayed commencement of the CMD for 5 minutes to see if the Respondent would join late but she did not do so.
2. After introductions and introductory remarks by the Legal Member, it was explained to Mr Black what had occurred with the Respondent's request for an extension of time to lodge written representations but that there had been no postponement request received in respect of the CMD itself. The Tribunal had accordingly decided to proceed with the CMD, in the absence of the Respondent, to make at least some progress with the application.
3. Mr Black explained the basis of his eviction application against the Respondent and answered a number of questions from the Tribunal Members. At the conclusion of the CMD, the Tribunal decided to adjourn the application and issue a Direction to the Respondent, requiring her to lodge written representations confirming her position in respect of the application within a period of 21 days. It was explained to Mr Black that, if no response was received, the Tribunal would then proceed to decide the application. If a response was received, the Tribunal would determine the appropriate further procedure at that stage, which may involve an Evidential Hearing being fixed. It was also explained that Mr Black would also be permitted to make any further representations that he wished to, in response to any response received from the Respondent. Mr Black was thanked for his attendance at the CMD.
4. Following the CMD, both parties were issued with a CMD Note, detailing the discussions which had taken place and the outcome of the CMD. A Direction was also issued in the following terms:-

*"The **Respondent** is required to lodge:*

- 1. Written representations setting out her position in respect of this*

application, including confirmation as to whether the application is opposed by her and, if so, on what basis. If the application is not opposed, the Respondent should include any further information about her personal or financial circumstances that she wishes the Tribunal to take into account.

The said written representations should be lodged with the Chamber no later than 21 days from the date of this Direction.

Reasons for Direction

The Respondent had submitted a request prior to the CMD for an extension of time to lodge written representations and was not in attendance at the Case Management Discussion (CMD) on 10 March 2026.”

Further Procedure

5. In response to the Direction, the Respondent lodged written representations on 2 April 2026; the Applicant responded with further representations on 12 April 2026; the Respondent further responded on 27 April 2026; the Applicant further responded on 12 May 2026; and the Respondent further responded on 16 June 2026.
6. In summary, the Respondent's position was that she had not managed to obtain help from Shelter or CAB due to staff shortages; she had written to the Applicant by Recorded Delivery the previous year offering a payment plan but the delivery failed twice; she had not heard from at all about wanting to carry out inspections; she had not blocked his number but had lost her phone and his contact details and had a new number; her mental health had been bad as a result of an abusive relationship, which led to her being off work and the rent arrears; and that the Applicant lived two minutes away and could easily have come to her door to make contact with her. The Applicant responded that he had not received any letter from her, that she could have emailed him or put her new contact details through his door and that he has had to put his retirement on hold and wants to move on. The Respondent responded with proof that she had sent him a letter last year which had not been delivered, namely Royal Mail delivery details saying they had attempted to deliver to the Applicant twice, on 24 and 27 June 2025, that the letter had not been called for by him and was returned to the Respondent on 14 July 2025. She also mentioned having had to get repairs carried out to the washing machine, a window and the toilet as he had failed to attend to these things. The Applicant responded with proof that he had been out of the country in Thailand between 15 December 2024 and 12 February 2025 and between 2 June 2025 and 31 July 2025, during which later period the Respondent appeared to have tried to send him a letter. He stated that he had never seen this letter so could not comment on it. He referred to the fact that he had written to the Respondent on 14 April 2024 and 28 March 2025 and the delay in her trying to contact him. The Respondent responded to state that she had not been aware he was out of the country when she sent the letter and that the letter had explained her mental health issues and change in employment, that she apologised for the arrears and requested a payment plan

and her efforts to maintain the property in good condition. She explained that she considered the property to be her 'safe place' and that she had always intended to resolve the situation and maintain communication with the Applicant. The Respondent did not lodge with the Tribunal a copy of the letter she stated she had sent to the Applicant in June 2025.

7. No further representations or supporting documentation was lodged with the Tribunal by either party prior to the Evidential Hearing, of which the parties were notified on 23 July 2026.

Evidential Hearing

8. The Evidential Hearing took place by telephone conference call on 13 August 2026. Both parties were in attendance.
9. Following introductions and introductory remarks by the Legal Member, it was established that the Respondent, Ms Rice, was opposing the eviction application and that the Applicant, Mr Black still wished to proceed with the application on all grounds originally relied upon, Grounds 1, 3, 11 and 12. Both parties then gave evidence, answered questions from the Tribunal Members and were given an opportunity to sum up.

Evidence of Applicant – Mr Ian Black

10. Mr Black advised, as he had at the CMD, that the Ground 3 (landlord intends to refurbish) ground was due to the fact that he has not been able to arrange access to the property to inspect it but knows that it will require some work to be carried out to it, such as painting the interior and also work to the exterior, such as fixing the rear guttering which he has noticed recently is broken. He previously had plans for the property, such as putting a conservatory on the back, but no longer does so as he wants to sell it as soon as possible. He has only been in the property once since Ms Rice took the tenancy over herself, in order to fit smoke alarms. Mr Black explained that his lack of access to the property for inspection is also the basis for Ground 11 (breach of tenancy clause other than rent). He messaged Ms Rice about requiring access and wrote to her but received no response. His text messages had failed and he thought Ms Rice had blocked his number. She had also failed to provide him with her new contact details and he had basically given up trying to contact her. As to the repair type issues that Ms Rice had mentioned in her written representations to the Tribunal, Mr Black stated that she had never contacted him about an issue with the toilet or the window. The only thing he could think of regarding the window was that there had always been a hairline crack, about an inch long, on the kitchen window. He confirmed that, before contact from Ms Rice had stopped, she had contacted him about an issue with the washing machine. He was surprised as the washing machine was only about a year old. He examined it and found a hairclip and a plastic bag in the filter, which he had removed. He

thought the issue had been resolved as he heard nothing further from Ms Rice about this.

11. Mr Black updated the Tribunal regarding the rent arrears (Ground 12 – rent arrears over three consecutive months). He confirmed that, further to the rent statement he had submitted to the Tribunal originally, showing £7,700 of arrears as at October 2025, he had received a payment of £200 towards the monthly rent of £450 in November 2025, nothing in December 2025 but then full rental payments every month from January 2026 onwards. The total rent arrears currently stand at £8,800. The payments have been made in Ms Rice's name, other than three payments made under the name "Murray CS". There is no indication that any payments have been made directly from state benefits. He has received no payment proposals from Ms Rice in relation to the arrears. He confirmed that the letter referred to by Ms Rice which had been sent by recorded delivery post had been sent while he was on an extended holiday. He has never seen that letter and stated that there was no card left about mail to be collected when he returned. He explained that he effectively lives on the same street that the property is on, just round the corner, about two minutes walk away. He does not understand why Ms Rice would not drop something through his door about the rent arrears or payment proposals. He confirmed that he used to knock on the door of the property years ago but no-one answered. Since the Tribunal process started, he has not been round again, which he thought was for the best, to keep himself right.
12. Mr Black confirmed that, even if the rent arrears were to be resolved, or he was given access to the property to inspect, he still wishes to sell the property as soon as possible in terms of Ground 1. He explained that he took voluntary redundancy in February 2025 and is now effectively retired, although he is nearly 61 and will not qualify for his state pension for another 6 years. He was an engineer and required to work shifts which he was too tired to do any more. He also had backache and a bad knee so when the chance came, he volunteered for redundancy and was granted it. He received a redundancy payout but has basically been living off this and his savings since. He has no other income, other than the £450 per month rent that he was supposed to receive from Ms Rice. He does not spend much and lives quite a meagre existence. He therefore needs to sell the property soon and is just not interested in renting any more, after his experience with Ms Rice. Even though Ms Rice has been paying her rent for the last few months, the arrears owing are high and he cannot rely on her to pay the £450 per month. The only other property he owns is the flat he lives in himself. This is the only property he lets out. He has been doing so for around 15 years and has always tried to be a decent landlord and not charge high rents. He originally let this property at £400 per month so has only increased this to £450 in 15 years. He also explained that when Covid resulted in all the restrictions on rents and financial difficulties for everyone, he did not think it appropriate to raise Ms Rice's rent. It is a large flat with two bedrooms in a Victorian building and Mr Black has been told that he could be charging rent of around £675 per month. However, he has no intention of letting it out again and wants to sell it as soon as possible to provide him with some money and so that he is no longer needs to be a landlord.

Evidence of Respondent – Ms Caroline Rice

13. Ms Rice confirmed that she had taken note of all that had been said. She disagreed with what Mr Black had said about him only being in the property once to do with the smoke alarms and also about what he had said about the washing machine. She explained that he had spent some time looking at the machine and told her that he would be back to fix it. However, he never did so and she ended up having to get a company called Munro's out. They charged her a £35 call-out charge but she ended up having to buy a new washing machine herself. The window crack got bigger and became a hole, through storm damage. Ms Rice stated that Mr Black was aware of this and had come out and tried to do a makeshift repair but that, eventually, the whole window cracked and she had to get a glazier herself and purchase a new window. Ms Rice also mentioned issues with the front door which Mr Black would not let her get attended to herself, the toilet flush and that the boiler had not been inspected for several years. She said that Mr Black had once put a note through the door about his bank details changing and did not understand why he would not have done the same regarding wanting to inspect the property or sorting out the rent arrears. She denied having blocked his number but did confirm that her telephone number had changed. She again said that she would have expected Mr Black to come to her door to request her new contact details. She explained that, although she had his address, she was not sure which house in the block was actually his, so could not go his door. She mentioned that she saw Mr Black frequently in the street but did not think that he knew who she was. She explained that, once the Tribunal process had started, she thought she had received communications from the Tribunal stating that she should not directly contact Mr Black. She maintained that she had sent a letter to Mr Black by recorded delivery, requesting a payment plan but had not realised that he was on holiday at the time. She thought that he was simply ignoring her.
14. Ms Rice confirmed that she had run into difficulties with her rent due to mental health problems, arising from being in an abusive relationship previously. She also has, or is awaiting, an ADHD diagnosis. She had lost her employment though this and only managed to start work again in December 2025. This is how she has managed to pay her rent over the last several months. She earns about £2,000 per month. She lives alone, is 46 years old and does not have a new partner. The "Murray CS" person is a family friend who was helping her out with her rent. She agreed the £7,700 arrears stated in the rent statement produced by the Applicant with the application but was sure that her friend had made two payments of £450 in January 2026, which made up for the missed payment in December 2025, and meant that the total arrears stated by the Applicant were therefore £450 too high. [Mr Black indicated that he had his bank statement in front of him and stated that there was definitely only one payment of £450 in January 2026, made on 21 January 2026. The next payment was 5 February 2026 and the next 6 March 2026.] Ms Rice accepted this and stated that she must have been given the wrong information by her friend who had made the payments.

15. Ms Rice stated that she had made application for a Council house and that it was the Council who had advised her to try and reach a payment plan in writing with Mr Black in relation to the arrears as this would help her application. She advised that she had received a few payments of Universal Credit a while ago but that it had only been two payments of about £30 each as her earnings usually put her over the limit for it. Ms Rice confirmed that she had told the Council of her circumstances and that they are aware of her ADHD and mental health issues. She confirmed she had medical support and had also had support from Women's Aid and that the Council were aware of this. She had spoken to the Council as soon as this process had started. Mr Black had originally delivered a notice to her workplace in Forfar. She had spoken to the Council again a few months ago. Her application is still active but they again told her that she should sort out a payment plan or she would not be considered for re-housing. Ms Rice stated that she had thought Mr Black had just ignored her letter last year asking for a payment plan and that he just wanted her evicted. She had not thought about trying to contact him again about this or providing a copy of her letter to him or the Tribunal once she learned that he had not been in the country to receive the letter at the time it was sent. She said that her brain is not that good but that she had tried her best to sort it out and had sent the letter by recorded delivery. Ms Rice confirmed that she had stated in the letter that she would be able to pay £150 to £200 extra every month towards the arrears and that this was still her payment proposal.
16. As to Mr Black's evidence that, even if the issues with the rent arrears and getting access to the property were resolved, he still wished to sell the property, Ms Rice stated that she understood that he wished to sell the property and did not really have anything to say about that, or about the evidence he had given regarding his own circumstances. She did think, however, that he should reconsider his wish to sell as, in her view, there was so much needing done to the property before it would be able to be sold.

Summing-up

17. Mr Black stated that there was no way of resolving this issue by way of a payment plan, etc. He needs to sell the property as his money is all tied up in it. He maintained that Ms Rice had never contacted him about the various issues and that he could not get in contact with her to discuss things like the boiler. Mr Black commented that he does not know why Ms Rice wants to stay in the property if she thinks there is so much wrong with the place. He confirmed that he has not made an application to the Tribunal for payment of the rent arrears but that this is something that he would be pursuing later on. Mr Black stated that the whole issue has affected his mental health too and he needs an end to it all. He wants eviction to take place as soon as possible.
18. Ms Rice apologised for all the stress caused but maintained that communication is key and that this did not happen with Mr Black. She would like the Tribunal to consider an extension on any eviction order granted in view of her mental health and so that she can obtain the necessary help and supports with housing.

19. At the conclusion of the evidence, the Legal Member confirmed that the Tribunal would now deliberate and decide the application and that the decision would be issued in writing as soon as possible. Parties were thanked for their attendance and the hearing concluded.

Findings in Fact

1. The Applicant is the owner and the landlord of the Property.
2. The Respondent is the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 1 March 2023, although occupied the Property previously under a joint tenancy with her former partner.
3. A Notice to Leave in proper form and giving the requisite period of notice (84 days) was delivered to the Respondent by the Applicant on 28 March 2025.
4. The date specified in the Notice to Leave as the earliest date the eviction Application could be lodged with the Tribunal was specified as 19 June 2025.
5. The Tribunal Application was submitted on 27 August 2025.
6. The Respondent remains in occupation of the Property.
7. The Applicant intends to sell, or market the Property for sale within three months of recovering vacant possession.
8. The Applicant is almost 61 years old, took voluntary redundancy from his employment in February 2025 and no longer works.
9. The Applicant has no pension or other income, other than the rent from this Property and has been living off his savings.
10. The Applicant requires to sell the Property in order to free up capital to improve his financial circumstances.
11. Communications and relations between the Applicant and Respondent have also broken down, such that the Applicant no longer wishes to be a landlord.
12. The rent due in respect of the tenancy is £450 per calendar month.
13. There is a background of rent arrears dating back to the beginning of this tenancy, due to erratic payments being made by the Respondent.
14. Rent arrears amounted to over £7,000 when this application was lodged and now amount to £8,800.

15. Monthly rent payments have been made in full by or on behalf of the Respondent since January 2026 but no additional payments have been made to reduce the rent arrears.
16. The Respondent has been called upon to make payment of the rental arrears but has failed to do so.
17. The Respondent had been in rent arrears for three or more consecutive months when Notice to Leave was served and remains so.
18. There is no indication that the arrears have arisen wholly or partly as a result of a failure or delay in the payment of relevant benefits.
19. The Applicant sought entry to the Property for purposes of inspection during 2024 but his messages to the Respondent failed or were not responded to.
20. The Applicant considers that the Property is in need of repair, improvement and decoration but is unaware of the extent of the works required as he has not had recent access to the Property.
21. The Respondent opposes the application.
22. The Respondent admits the rent arrears, explaining that she has experienced financial difficulties due to relationship breakdown, poor mental health and employment issues.
23. The Respondent is 46 years old and lives alone with no dependants.
24. The Respondent works as a carer and is not currently in receipt of state benefits.
25. The Respondent has made application to the local authority for social housing.
26. The Respondent has offered to make payment towards the rent arrears at the rate of £150-£200 per calendar month, over and above the ongoing rental payments.
27. This payment offer is not acceptable to the Applicant.
28. There has been a breakdown in communication between the parties in recent years and no direct contact between them for some time.
29. The Respondent seeks an extension of time in respect of any eviction order granted.
30. The Applicant opposes such an extension.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and initial supporting documentation submitted by the Applicant, the further representations and documentation produced by both parties and the oral evidence given at the Evidential Hearing by both parties.
2. The Tribunal found that the application was technically in order, that a Notice to Leave in proper form and giving the requisite period of notice had been served on the Respondent and that the application was made timeously to the Tribunal, all in terms of the tenancy agreement and the relevant provisions of the 2016 Act.
3. The Tribunal firstly considered eviction Ground 1 of the 2016 Act, the terms of which are as follows:-

“Landlord intends to sell

1(1)It is an eviction ground that the landlord intends to sell the let property.

(2)The First-tier Tribunal find that the ground named by sub-paragraph (1) applies if the landlord—

(a)is entitled to sell the let property, ...

(b)intends to sell it for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it, and

(c)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.

(3)Evidence tending to show that the landlord has the intention mentioned in sub-paragraph (2)(b) includes (for example)—

(a)a letter of engagement from a solicitor or estate agent concerning the sale of the let property,

(b)a recently prepared document that anyone responsible for marketing the let property would be required to possess under section 98 of the Housing (Scotland) Act 2006 were the property already on the market.”

Having considered the evidence of both parties, the Tribunal was satisfied that that all elements of Ground 1 were met and that it was reasonable, having regard to all of the circumstances, to grant the eviction order sought on this ground. The Tribunal had noted that there was supporting documentation with the application from both solicitors and estate agents who had been instructed to act in the marketing and sale of the Property with a view to it being sold once vacant possession has been obtained. The Tribunal also noted the evidence provided by the Applicant regarding his personal and financial circumstances, his reasons for requiring to sell the Property to free up the capital to support his income and the breakdown in his relationship with the Respondent, all as narrated above. The Tribunal considered his evidence credible and believed that he had a genuine intention to sell the Property as soon as he could. The Respondent did not really comment on the personal and financial circumstances put forward by the Applicant, nor his stated intention that he wished to sell, other than she thought he may have to spend a fair amount of money, bringing the Property up to sale standard. She agreed that her

relationship with the Applicant had broken down, although put this down to his failures in communicating with, rather than the other way round.

4. The Tribunal next considered eviction Ground 3, the terms of which are as follows:-

“Landlord intends to refurbish

3(1)It is an eviction ground that the landlord intends to carry out significantly disruptive works to, or in relation to, the let property.

(2)The First-tier Tribunal may find that the eviction ground named by sub-paragraph (1) applies if—

(a)the landlord intends to refurbish the let property (or any premises of which the let property forms part),

(b)the landlord is entitled to do so, ...

(c)it would be impracticable for the tenant to continue to occupy the property given the nature of the refurbishment intended by the landlord, and

(d)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.

(3)Evidence tending to show that the landlord has the intention mentioned in sub-paragraph (2)(a) includes (for example)—

(a)any planning permission which the intended refurbishment would require,

(b)a contract between the landlord and an architect or a builder which concerns the intended refurbishment.”

The Tribunal did not consider that this ground had been established by the Applicant. Although he gave some evidence about the kind of works he thought may be required to the Property before he would be able to put it up for sale, he had not produced any of the types of supporting documentation mentioned in the legislation, such as building warrants, planning permissions, etc. The Tribunal appreciated that the Applicant had not had access to the Property for some time and was probably not fully aware as to what works would be required. However, it was considered that these works were more likely to involve minor repairs, improvements and redecoration, as opposed to the “*significantly disruptive*” works required by the legislation.

5. The Tribunal then considered eviction Ground 11, the terms of which are as follows:-

“Breach of tenancy agreement

11(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.”

The basis of this ground was that the Applicant alleged that the Respondent was in breach of her obligations as tenant in that she had failed to communicate with him and allow him access to the Property for purposes of inspection. The Tribunal noted the evidence produced by the Applicant in support of this, being text or similar messages to the Respondent from 2024, one of which failed and the other not responded to, together with a failed Recorded Delivery communication, also from early 2024, which had been returned to him marked ‘not called for’. It was apparent from the Applicant’s evidence that he believed the Respondent was actively avoiding communicating with him and had perhaps blocked his number. The Respondent conceded that she had lost her phone and had a new number, but appeared to consider that the onus was on the Applicant to make contact with her to request her new contact details, etc. The Respondent had also produced supporting evidence, being a Recorded Delivery communication she had sent the Applicant in June 2025 (albeit regarding rent arrears, not access to the Property) which was also returned ‘not called for’. Her evidence to the Tribunal was that she believed that the Applicant was deliberately ignoring her and simply wanted to evict her. Both parties gave conflicting evidence about repair/maintenance issues which the Respondent stated she had raised with the Applicant but which he had allegedly failed to attend to. Both parties conceded that they had given up trying to communicate with the other and both appeared to be under the impression that they could no longer seek to communicate directly with one another, one the Tribunal process had begun. Having considered all the evidence in this regard, the Tribunal was not persuaded that the Applicant had established this ground for eviction.

6. The Tribunal finally considered eviction Ground 12, the terms of which are as follows:-

“Rent arrears

12(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.

(2)

(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.

(5) For the purposes of this paragraph—

(a) references to a relevant benefit are to—

(i) a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),

(ii) a payment on account awarded under regulation 91 of those Regulations,

(iii) universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,

(iv) sums payable by virtue of section 73 of the Education (Scotland) Act 1980,

(b) references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.

(6) Regulations under sub-paragraph (4)(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.”

The Tribunal was satisfied that the terms of Ground 12 were met and that it was reasonable, having regard to all of the circumstances, to grant the eviction order sought on this ground. The rent account had been continuously in arrears since the commencement of this tenancy in 2023 and there are now significant arrears owing of almost £9,000. The Respondent admitted the amount of the arrears during the hearing, after clarification had been given by the Applicant regarding the payments made to the rent account in January 2026. The Respondent had provided explanation for the rent arrears and made payment of the rent due every month from January 2026 onwards. However, there had been no attempts by her to reduce the rent arrears by making additional payments, despite having been in continuous employment since December 2025 and appearing to have the financial means to do so. The Respondent stated her income as around £2,000 per month and indicated that she was above the cut-off level for Universal Credit. She lived alone and had no dependents. Although she had given evidence of having written to the Applicant in June 2025, explaining her circumstances and offering payments of between £150 and £200 per month towards the arrears, she had not produced a copy of this letter to the Tribunal. She appears to have made this single attempt to contact the Applicant regarding the arrears and had assumed, when the Recorded Delivery failed, that the Applicant was deliberately ignoring her. The Respondent had recently found out, through the Tribunal process, that the Applicant had, in fact, been out of the country at the time she had sent that communication to him. The Respondent had not sought to follow this matter up, despite being advised by the local authority that she should seek to reach a payment arrangement with the Applicant. Similarly, the Applicant had admittedly given up trying to contact the Respondent after she failed to respond to his messages in 2024. He had explained this to the Tribunal at the outset of his application when asked if he had carried out the ‘pre-action protocol’ recommended by the legislation. As stated above, the Tribunal noted that both

parties also appeared to be under the impression that they could not directly communicate with the other once the Tribunal proceedings were underway. In any event, having balanced the evidence of both parties, the Tribunal considered it reasonable to grant an eviction order under Ground 12. The Tribunal did not consider that the Applicant was under any obligation to agree the payments now offered by the Respondent towards the arrears. He was very clear in his evidence that, even if the rent arrears and other issues had been resolved, he could not rely on future rent payments being made by the Respondent and, in any event, requires to sell the Property in view of his own personal and financial circumstances. The Respondent had been served with notification of the Tribunal application in February 2026 and had had sight of the detailed CMD Note reflecting discussions at the CMD on 10 March 2026. She had made no attempt since to reduce the level of the rent arrears to demonstrate her goodwill in the matter or to seek to arrange an acceptable payment plan with the Applicant. She was aware that the Applicant did not have her up to date contact details but had not taken any steps to provide him with these. The Tribunal sympathised with the Respondent's stated mental health issues and ADHD, but had not been provided with any supporting medical or other evidence in this regard. The Tribunal did not consider that these factors fully explained the Respondent's lack of communication with the Applicant and her failure to try and address the arrears, which had been in existence since early 2023.

7. The Tribunal accordingly determined that an order for recovery of possession of the Property should be granted under grounds 1 and 12.
8. The Tribunal thereafter considered the Respondent's request for an extension on the timeframe for any eviction order being enforceable and also the Applicant's objection to such an extension. It was noted that the Respondent had already made application for social housing and had made the local authority aware of her circumstances and stated vulnerabilities. As rent is currently being paid in full and to allow some further time for the Respondent's housing application to be progressed, the Tribunal decided to exercise its discretion to grant an extension of one month on the usual timeframe for eviction. The earliest date for eviction to be specified in the Eviction Order will accordingly be **13 October 2026**.
9. The Tribunal's decision in this matter was unanimous.

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.

Nicola Weir

Legal Member/Chair

13 August 2026
Date