



**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/26/0231

Re: Property at 7 Greig Place, Lochgelly, KY5 9PD (“the Property”)

Parties:

Mrs Susan Mitchell, 46 North Street, Lochgelly, KY5 9NH (“the Applicant”)

Miss Samantha Ritchie, 7 Greig Place, Lochgelly, KY5 9PD (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member) and Sandra Brydon (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for possession of the Property under section 18 of the Housing (Scotland) Act 1988.

- Background
 1. An application was submitted to the Tribunal under Rule 65 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a repossession order against the Respondent upon termination of an assured tenancy agreement.
- The Case Management Discussion
 2. A Case Management Discussion (“CMD”) took place on 27 July 2026 by telephone call. The Applicant was personally present and represented herself. There was no appearance by or on behalf of the Respondent. The application had been intimated on the Respondent by Sheriff Officer on 24 June 2026. The Tribunal was accordingly satisfied that the Respondent had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondent’s absence.

3. The Applicant moved for the Order for Repossession to be granted as sought. The Applicant submitted that the tenancy commenced in May 2017. By 2023 there were rent arrears due of over £3,500, and which were paid off in full on behalf of the Respondent by a local housing charity. Since then, the Respondent has continued to accrue arrears again. The arrears at the date of the CMD are £3,133,61. A Form AT6 was served on the Respondent on 12 December 2025 at which time the arrears stood at £3,283.61. Since February 2026, the rent has been paid directly to the Applicant by Universal Credit. The Respondent has failed to engage with the Applicant in agreeing any sort of payment arrangement for the outstanding debt.
4. It was submitted that the Respondent is believed to be in full time employment. She has two children, both believed to be of school age. There are no known health issues. A number of letters and emails have been sent to the Respondent advising her of her rent arrears and encouraging her to make contact to agree a payment arrangement, but these have not been responded to.

- Findings in Fact

5. The Tribunal made the following findings in fact:
 - (i) The parties entered into an Assured Tenancy Agreement (“the Agreement”) which commenced 26 May 2017;
 - (ii) A Form AT6 under section 19 of the 1988 Act were served on the Respondent on 12 December 2025 by Sheriff Officer;
 - (iii) The Form AT6 under section 19 of the 1988 Act relied on grounds 11 and 12 under Schedule 5 to the 1988 Act;
 - (iv) The Form AT6 under section 19 of the 1988 Act advised that proceedings would not be raised before 28 December 2025;
 - (v) The Respondent had failed to remove from the Property and continues to reside therein.

- Reasons for Decision

6. Section 18 of the 1988 Act states as follows:

“18 (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.

(3).

(3A).

(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)).

7. Ground 11 of Schedule 5 to the 1988 Act states as follows:

“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.”

8. Ground 12 of Schedule 5 to the 1988 Act states as follows

“Some rent lawfully due from the tenant—

(a)is unpaid on the date on which the proceedings for possession are begun; and

(b)except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.”

9. The Tribunal was satisfied that the grounds relied upon in the Form AT6 had been met. At the date of service of the AT6 on the Respondent, there were rent arrears of £3,283.61. The monthly rent is £475. At the date of the Case Management Discussion, the arrears stood at £3,133.61. Accordingly, both at the date of service of the AT6 and at the date the case called before the Tribunal, there were arrears of rent due. The Tribunal was satisfied that the Respondent had persistently delayed paying rent which has become lawfully due. It was noted that the Respondent had her rent arrears cleared by a charity

in 2023, but despite same she had continued to accrue rent arrears again thereafter. Given the level of rent arrears due and the consistent non-payment over the course of the tenancy, and in the absence of any written response to the application by the Respondent and their failure to attend the CMD or arrange representation, the Tribunal was satisfied that it was reasonable in all the circumstances to grant the order.

- Decision

10. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for possession of the Property under section 18 of the Housing (Scotland) Act 1988.

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.

Fiona Watson

Legal Member/Chair

Date: 27 July 2026