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/25/2515

Re: Property at 6 Hallside Street, Johstone, PA9 1BE ("the Property")

Parties:

Jmax properties Ltd, MSM Solicitors, 51 Moss Street, Paisley, PA1 1DR ("the Applicant")

Mr Iain Jaconelli, 6 Hallside Street, Johstone, PA9 1BE ("the Respondent")

Tribunal Members:

Gillian Buchanan (Legal Member) and Mary Lyden (Ordinary Member)

Decision

At the Hearing which took place by telephone conference on 15 September 2026 the Applicant was represented by Mrs Laura Houston of Houston Home Lettings Limited and the Respondent was present.

Prior to the Hearing the Tribunal had received from Mrs Houston emails dated 7 and 15 September 2026 with Rent Statements attached.

Background

A Case Management Discussion ("CMD") had previously taken place on 9 March 2026. At that CMD a Hearing had been assigned on the application to take place no earlier than 6 months from that date. The Tribunal's expectation was that the Respondent would continue with full payment of ongoing rent and agreed payments to reduce the rent arrears accrued in the expectation that, in due course, the application would be withdrawn by the Applicant. If the application was not withdrawn for whatever reason then at the Hearing the Tribunal would determine whether it is reasonable to grant an eviction order.

The Notes of the CMD record the position as outlined above.

The Hearing

Submissions for Applicant

At the Hearing and in response to questions from the Tribunal, Mrs Houston made the following oral submissions for the Applicant –

i. The total rent arrears have increased from £3,719.96 at the CMD on 9 March 2026 to £6,838.30 as at the Hearing.
ii. Subsequent to the CMD on 9 March 2026 the only payments made by the Respondent are –
   - 31 March 2026 - £675;
   - 1 April 2026 - £200; and
   - 2 June 2026- £400.
iii. When the agreed payment arrangements were made at the CMD on 9 March 2026 the Respondent took full advantage of the position and has instead allowed a further 6 months of rent arrears to accrue.
iv. In communications with the Respondent – some oral and some in writing – the Respondent has made the same excuses as previously for non-payment such as not being paid properly by his employer, his employer messing about with his wages, his employer adding him to their pension scheme and extra mileage being taken from his wages.
v. The Respondent has now lost his job.
vi. The Respondent has made no proposal to clear the arrears.
vii. In July 2026 the Respondent asked for information regarding Universal Credit. Nothing more has ben heard from him about that. In any event, Universal Credit will not cover the rent arrears now due.
viii. The Property has 2 bedrooms and the Respondent lives there alone.
ix. The maximum Universal Credit payable in respect of a one bedroomed property is £450 per month.
x. An eviction order is sought.

Submissions of the Respondent

At the Hearing and in response to questions from the Tribunal, the Respondent made the following oral submissions –

i. He has not "taken advantage" at all as Mrs Houston suggested.
ii. He has now entered into a Trust Deed, but has kept the rent arrears out of that by not mentioning them to his Trustee. (The Tribunal remarked that this is not legally competent and <u>all</u> debts due by the Respondent are caught by the Trust Deed.)
iii. He could not remember when the Trust Deed was signed but thought around May 2026.
iv. Carrington Dean is the Respondent's Trustee.
v. He has been making payments of £141 per month to Carrington Dean with the last payment being yesterday from his first payment of Universal Credit. He may not be able to keep making these payments and the Tribunal remarked that in these circumstances the Trustee may pursue a bankruptcy of the Respondent as a result.
vi. The Respondent said he lost his job at the beginning of August.
vii. His employer had input him into its pension scheme after 4 months so his wages were short. He couldn't remember the amounts involved.
viii. He took out a loan with Credit Springs for £300 around 1 April 2026.
ix. He hadn't been paying tax on his company car and whilst he had input the necessary details on the website of HMRC that had not worked and he was hit with payments of £500 per month.
x. He approached his other creditors but they were not prepared to accept lower amounts and threatened wage or bank arrestments.
xi. He therefore applied for the Trust Deed but there was a delay in that being signed due to issues with the car tax.

xii. He has his two children to stay in the Property every second weekend. His son, who is 16 years of age, also stays every second Tuesday.
xiii. Asked why he had not prioritised payment of rent, the Respondent said that the direct debits come off his account before the standing orders.
xiv. He said the stress had become too much and he now has a sick line.
xv. He was not bringing in customers as he was supposed to do and whist his employer extended his probationary period by 3 months he was let go after only 2 of those months.
xvi. The Respondent also said he was involved in a road accident in December which has affected his ability to drive.
xvii. He is pursuing a personal injury claim for the accident using Digby Brown as his agents. He has agreed a settlement of £4,400 and Carrington Dean has agreed that he can keep half of that amount which, after paying child support he owes, would allow him to pay £1,000 to the Applicant.
xviii. He has asked that the Universal Credit payments for his housing be paid directly to Mrs Houston.
xix. With regard to alternative accommodation, he has spoken to the Council but he is not allowed to apply for accommodation due to the rent arrears accrued. He can apply to the Homelessness Team if an eviction order is granted.
xx. The Respondent does not accept that he is under occupying the Property.
xxi. He has applied for a Discretionary Housing Payment to cover the shortfall between the rent and Universal Credit. He had hoped to have a decision on that before now.

Further Submissions for Applicant
Mrs Houston made the following additional submissions for the Applicant –

i. Mrs Houston has not seen evidence of the Trust Deed but understands that process includes the rent arrears which makes the Applicant's position even worse.
ii. The Respondent says he lost his job in August but has not made payments even when working before that.
iii. She does not know anything about any loan.
iv. Payment of £1,000 from any accident claim would be a "drop in the ocean".
v. The Council will not pay for the occupation of the Property by the Respondent's children in the way he describes where he does not have joint custody.
vi. No payment of Universal Credit was received last Friday.

The Tribunal adjourned to consider the position.

During the adjournment the Tribunal checked the Register of Insolvencies and noted the Respondent to have signed a Trust Deed on 16 June 2026 with the Trust Deed being registered as protected on 29 July 2026.

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 a Private Residential Tenancy Agreement ("the PRT") that commenced on 29 March 2022.
iii. The rent payable in terms of the PRT was originally £600 per calendar month.
iv. The rent has subsequently increased to £640 per calendar month with effect from July 2024 and to £725 per month with effect from March 2026.
v. On 2 May 2025, the Applicant served on the Respondent by email a Notice to Leave requiring the Respondent remove from the Property by 2 June 2025 failing which

eviction proceedings would be raised on the basis that rent arrears had accrued over three consecutive months.

vi. As at the date of the Notice to Leave being served the arrears accrued were £1750.34.

vii. The Applicant served on Renfrewshire Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.

viii. The Applicant has served on the Respondents communications to comply with the Scottish Government's pre-action protocols.

xi. At a CMD on 19 November 2025 the Respondent agreed to pay the ongoing rent due together with an additional minimum sum of £160 towards the rent arrears then due. The Respondent adhered to that arrangement up to and including February 2026.

xii. At a CMD on 9 March 2026 and in respect that the monthly rent had then increased to £725, the Respondent agreed to pay £875 per month going forwards with £150 of that sum being towards the arrears.

xiii. From 9 March 2026 the only payments made by the Respondent are –
   - 31 March 2026 - £675;
   - 1 April 2026 - £200; and
   - 2 June 2026- £400.

xiv. The total rent arrears have increased to £6,838.30 as at 15 September 2026.

xv. The Respondent has lost his job in August 2026.

xvi. The Respondent is now in receipt of Universal Credit.

xvii. The Property has 2 bedrooms and the Respondent lives there alone with his children staying overnight from time to time.

xviii. The Respondent signed a Trust Deed on 16 June 2026 with the Trust Deed being registered as protected on 29 July 2026.

Reasons for Decision

There are no material issues between the parties as to the factual background. In particular the Respondent does not challenge the rent arrears said to be due. Rather he sought to explain how they arose and how he might reduce them and cover ongoing rent, all of which was unvouched and somewhat speculative depending upon the outcome of other arrangements such as the accident claim and the Discretionary Housing Payment application.

On any view the Respondent is in substantial rent arrears, being £6,838.30. The arrears have significantly increased since the CMD on 9 March 2026 with only three payments having been made during that period. The Respondent has defaulted on the agreed payment arrangement previously reached.

Indeed the Respondent's signature of a Trust Deed on 16 June means that all debts due by the Respondent, including rent arrears due to the Applicant, are caught by that process and cannot now be paid by the Respondent in whole or in part. Given the Respondent's current circumstances there is very little prospect of the Applicant receiving any sums towards the pre-16 June 2026 rent arrears from the Trust Deed administration.

The Tribunal cannot ignore the difficult position in which the Applicant now finds itself and the Applicant cannot be put in a position where the arrears continue to get worse as seems likely given the Applicant is not in employment and is in receipt of Universal Credit the housing element of which will not come close to covering the rent due on the Property which he under occupies.

Pre action protocol letters have been properly issued.

It is reasonable to grant an eviction order in light of the longstanding and increasing nature of the debt due and the irrecoverability of the pre-Trust Deed sums.

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

Decision

The Tribunal grants an eviction order against the Respondent in favour of the Applicant in terms of Ground 12 of Schedule 3 of the 2016 Act.

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.

Gillian Buchanan

____________________________	**15 September 2026**
Legal Member/Chair	**Date**