Housing and Property Chamber
First-tier Tribunal for Scotland

Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

Chamber Ref: FTS/HPC/EV/25/4982

Re: Property at 12 West Pilton Lea, Pilton, Edinburgh, EH4 4ES ("the Property")

Parties:

Canvas Property, 11 Ashlands, Ford, Salisbury, England, SP4 6DY ("the Applicant")

Miss Kelly Anne Slaven, 12 West Pilton Lea, Pilton, Edinburgh, EH4 4ES ("the Respondent")

Tribunal Members:

Virgil Crawford (Legal Member) and Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that

BACKGROUND

1. By lease dated 10 October 2018 the Respondent rented the Property from Stone & Canvas Limited.

2. The start date of the tenancy was 1 October 2018.

3. The rent was initially £845.00 per calendar month. Throughout the duration of the tenancy the rent was increased to £975.00 per calendar month.

4. The Property was subsequently sold by Stone & Canvass Limited, the date of transfer of ownership being 1 November 2024.

5. Stone & Canvas Limited subsequently assigned to Canvas Property Limited right and title to recover any rent outstanding as at the date of transfer of title.

6. The Respondent fell into arrears of rent. The Respondent has been consistently in arrears of rent since 1 July 2024. Arrears of rent increased almost monthly thereafter.

7. A Notice to Leave dated 19 September 2025 was served upon the Respondent. As at that date arrears of rent amounted to £5,608.61.

8. On 18 November 2025 the Applicant presented two separate applications to the Tribunal, one seeking an order for eviction and one seeking an order for payment of rent arrears (CV/25/4986).

9. The application for a payment order sought interest on any payment order at a rate of 8% per annum. The lease, at clause 8, provided for interest at that rate in relation to any late payments.

10. As of 18 November 2026 arrears of rent amounted to £5,483.61.

11. A Notice in terms of s11 of the Homelessness Etc. (Scotland) Act 2003 was intimated to the local authority.

12. The Applicant corresponded with the Respondent in relation to arrears of rent and provided relevant information in relation to the Rent Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020 ("PAR")

13. Prior to the case management discussion the Respondent's representatives provided written submissions detailing the personal and family circumstances of the Respondent and suggesting that was not reasonable that an order for eviction be granted.

14. Prior to the case management discussion, the Applicant's representatives provided an updated rent statement to the Tribunal together with a request that the amount sought by way of rent arrears had increased to £8,903.61.

THE CASE MANAGEMENT DISCUSSION

15. The Applicant was represented by Miss Mullen of TC Young Solicitors, Glasgow. The Respondent was represented by Ms S Bennett of Edinburgh Housing Advice Partnership.

Payment

16. In relation to the payment application, Miss Mullen advised that, as at the date of the Case Management Discussion, arrears of rent amounted £8,403.61. She sought a payment order in that amount. Miss Mullen invited the Tribunal to apply interest at a rate of 8% per annum in accordance with clause 8 of the tenancy agreement.

17. Ms Bennett, on behalf of the Respondent, did not dispute the level of rent arrears and did not oppose a payment order being granted. Miss Bennett, having regard to the terms of clause 8 of the tenancy agreement, did not oppose interest being applied at the rate of 8% per annum.

18. In relation to a time to pay direction, Miss Bennett advised that she did not have information to enable her to make any realistic offer of payment and, in the circumstances, the Tribunal was unable to make a time to pay direction.

19. In the circumstances, the Tribunal granted a payment order in the sum of £8,403.61 with interest thereon at a rate of 8% per annum.

Eviction

20. In relation to the eviction application, Miss Mullen moved the Tribunal to grant an order for eviction. In support of that she provided the following information:
    - The Respondent has consistently been in rent arrears for a significant period of time.
    - At the time of the application, arrears of rent amounted to £5,463.81.
    - Arrears of rent have, since then, increased to £8,403.61.
    - No payment was made during May 2026. Only £300.00 was paid during April 2026, the monthly rent being £975.00.
    - Only £400.00 was paid during March 2026.
    - The outstanding arrears amount to 9 months rental payments.
    - The Applicant has complied with PAR. The process commenced before the current applicant acquired the property. The previous landlord forwarded correspondence in compliance with PAR during May 2024.
    - The Respondent, on 27 November 2024, communicated with the Applicant advising that she was in receipt of universal credit. The Applicant corresponded with her asking if rental payments would be covered by the housing allowance element of her benefits and asking her to complete an income and outgoings schedule to enable them to consider any arrears. This information was never provided by the Respondent.
    - When a rental payment was subsequently missed, a further email was forwarded enquiring about the housing element of benefits not being received by the Applicant. Further correspondence in compliance with PAR was forwarded at that time also.
    - The Respondent arranged to pay £700.00 per fortnight towards rent and arrears, the first payment to be made on 10 February 2025. That arrangement was not adhered to. £550.00 was paid on 10 February 2025. It was suggested that the further £150.00 would be paid on 24 February 2025.
    - Notwithstanding the failure to comply with the proposed payment plan of £700.00 per fortnight, a further payment arrangement was entered into for the sum of £550.00 per fortnight to be paid from 25 February 2025. Further correspondence was forwarded to the Respondent in compliance with PAR at that stage also.

- The arrangement to pay £550.00 per fortnight was not adhered to.
- The Respondent advised the Applicant she was seeking advice from Citizen's Advice Bureau. She failed, however, to advise when her appointment with Citizen's Advice Bureau was or any advice obtained from them.
- In August 2025 she forwarded an email to the Applicant advising her appointment with Citizen's Advice Bureau was on 22 August 2025.
- The Respondent thereafter made a further arrangement to make payment of rent arrears but that arrangement, again, was not adhered to.
- Since the Applicant assumed ownership of the Property, three separate payment arrangements have not be adhered to by the Respondent.
- The Respondent fails to engage meaningfully with the Applicant.
- The Respondent has failed to provide any explanation to the Applicant in relation to the reason for any arrears.
- The Property is subject to a mortgage and rental payments are required to make payment toward the outstanding mortgage.
- The Respondent is 38 years of age, she has a four-year-old child and two adult children at the Property.
- The Applicant is understood to receive universal credit, and it is understood she is in receipt of full housing allowance which should cover the full amount of her rent. That is not, however, being remitted to the Applicant.
- It is understood the Respondent will be receipt of carers allowance. There is also a further adult child – 19 years old – within the Property who may be earning and able to contribute towards household costs.
- There has been no suggestion of any problem with the payment of any relevant benefits.
- In addressing the written submissions on behalf of the Respondent, which referred to a housing crisis in Edinburgh Council area, it is submitted that it is not reasonable to expect the Applicant to provide accommodation without rent being paid.
- In relation to any suggestion that homelessness will affect the family, it is noted that the Property is a three adult household. If an eviction order is granted and if the Respondent is considered to be intentionally homeless, the other two adults within the Property will have rights and will not be considered to be intentionally homeless by the local authority or any housing association. They will, therefore, be able to secure alternative accommodation.
- In relation to the four year old child, reference is made to the Homeless Persons Unsuitability Order of 2014 which provides that, if temporary accommodation is to be provided, it requires to be suitable for the persons to whom it relates, to include regard having been had to the education of any child.
- The Respondent has not been transparent with the Applicant throughout the tenancy.
- The tenancy is no longer sustainable.
- Reference is made to paragraph 31 of the decision of the Upper Tribunal for Scotland in the case of *MacKellar v Carlin 2025 UT 19*

which, in granting an appeal against the refusal of an eviction order commented that the Tribunal had fallen into error in determining that it was not reasonable to grant an eviction order in circumstances where

(i) the Respondent had not paid full rent in more than a year,

(ii) had not responded to correspondence seeking payment of arrears or cessation of persistent ongoing monthly shortfalls in rent,

(iii) had made no proposals to clear the arrears or to assume full contractual payments, still less within a reasonable period.

It was submitted that those comments were directly referable to the present case.

21. In opposing an application for an eviction order, Ms Bennett submitted the following, part of which was detailed within the written submissions provided in advance of the Case Management Discussion:-
    - The Respondent resides at the Property with her three children, an adult child aged 22 years, an adult child aged 19 years and a 4 year old child. She is a lone parent.
    - The 22-year-old child is cared for by the Respondent, that adult child having an Autistic Spectrum Disorder.
    - The Respondent suffers from anxiety and stopped engaging with the relevant medical professionals in relation to that.
    - The 4-year-old child is due to start primary one during August 2026, that being within a school within the catchment area of the property.
    - The City of Edinburgh Council has declared a housing crisis which is likely to cause significant difficulty in the respondent securing alternative accommodation.
    - The Respondent has resided in the Property for a period of approximately nine years. An eviction order would cause disruption to the entire family unit, in particular the eldest child with stated health difficulties and the youngest child who is due to start school locally in the near future.

22. Miss Bennett upon being questioned by the Tribunal, also provided the following information:-
    - She receives an element of housing allowance which is sufficient to pay the entire monthly rent for the Property.
    - The housing allowance element of benefit has obviously not been paid to the Applicant.
    - While the Respondent has engaged with the local authority with a view to securing alternative accommodation, she did so only towards the end of May or start of June 2026 despite receiving a notice to leave as far back as September 2025 and despite a notice in terms of s11 of the Homelessness Etc. (Scotland) Act 2003 being forwarded to the local authority as far back as 18 November 2025.

23. In the event an Eviction Order is to be granted, Ms Bennett invited the Tribunal to defer the date of enforcement. She suggested that a deferred date

of enforcement would assist in the allocation of alternative housing which would avoid disruption in relation to the schooling of the youngest child.

24. The Tribunal made enquiry in relation to that specific matter. If an order for eviction was to be granted, the enforcement date would require to be not less than 30 days from the date of the case management discussion. The enforcement date, therefore, would be towards being towards the end of July 2026. Would it not be preferable for alternative housing to be secured, and an appropriate school place to be secured, prior to any change of address? Ms Bennett suggested that the child had already been enrolled in a school locally and it was hoped that any additional time permitted would assist in the identification of suitable housing within the catchment area of the school.

FINDINGS IN FACT

25. The Tribunal found the following facts to be established:-
    a) By lease dated 10 October 2018 the Respondent rented the Property from Stone & Canvass Limited.
    b) The start date of the tenancy was 1 October 2018.
    c) Rent was initially £845.00 per calendar month. Throughout the duration of the tenancy the rent was increased to £975.00 per calendar month.
    d) The Property was subsequently sold by Stone & Canvass Limited, the date of transfer of ownership being 1 November 2024.
    e) Stone & Canvass Limited subsequently assigned to Canvass Property Limited right and title to recover any rent outstanding as at the date of transfer of title.
    f) The Respondent has been consistently in arrears of rent since 1 July 2024. Arrears of rent increased almost monthly thereafter.
    g) A Notice to Leave dated 19 September 2025 was served upon the Respondent. As at that date arrears of rent amounted to £5,608.61.
    h) As of 18 November 2026 arrears of rent amounted to £5,483.61.
    i) A Notice in terms of s11 of the Homelessness Etc. (Scotland) Act 2003 was intimated to the local authority.
    j) The Applicant corresponded with the Respondent in relation to arrears of rent and provided relevant information in relation to the Rent Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020.
    k) As at the date of the Case Management Discussion, rent arrears had increased to £8,903.61.
    l) The Respondent is in receipt of benefits including housing allowance. The housing allowance is sufficient to pay the full monthly rental payments. The Respondent is not making payment despite that. The arrears are not due to any delay nor failure in the payment of any relevant benefit.

REASONS FOR DECISION

Payment

26. In relation to the payment action the arrears of £8,403.61 were accepted. Similarly, the obligation to pay contractual interest at a rate of 8% per annum

was accepted. In the circumstances, a payment order in that amount was made.

Eviction

27. In relation to the eviction application, the Tribunal first considered whether to adjourn proceedings to a Hearing. Having considered the matter, however the Tribunal was satisfied the factual background to the application on behalf of both the Applicant and the Respondent was not in dispute and, in the circumstances, deemed it necessary to adjourn proceedings to a Hearing to enable any further evidence or submissions to be presented to the Tribunal. In the circumstances, the Tribunal considered that it was appropriate that decision be made at the Case Management Discussion.

28. The Tribunal considered that, having regard to:-
    - The level of rent arrears, being £8,403.61, being almost 9 monthly rental payments.
    - The fact arrears have existed since July 2024.
    - The fact arrears have consistently risen since July 2024.
    - The fact arrears have risen significantly between the Notice to Leave being served and the Case Management Discussion.
    - The fact the Respondent is in receipt of full housing allowance but is not making payment of that to the Applicant.
    - The failure of the Respondent to engage with the Applicant in any meaningful way in relation to making a payment of rent arrears or for payment of rent on an ongoing basis.

    that it was reasonable to grant an Order for Eviction.

29. For the avoidance of doubt the Tribunal had regard to the family circumstances of the Respondent. The Tribunal acknowledged the Respondent has an adult daughter who is autistic and has a four-year-old child who is due to start school during August 2026. The Tribunal also had regard to the submissions in relation to the housing crisis in the City of Edinburgh Council. The Tribunal, however, consider that it was not the duty of the Applicant to be in any way responsible for any concerns relating to the Respondent nor her family, particularly against her background of significant rent arrears existing, significant rent arrears having persisted for a number of years and the failure of the Respondent to engage meaningfully with the Applicant.

30. In relation to the suggestion that, if an order for eviction was granted, the date of enforcement should be deferred, the Tribunal did not find favour with that. The Tribunal considered the date of enforcement of any order for eviction was likely to result a further increase in the arrears of rent to the determent of the Applicant and, secondly, was likely to cause difficulties with the commencement of school of the four-year child of the Respondent. Alternative accommodation being provided prior to the child commencing school was likely to assist in avoiding any disruption to the schooling of the child or any change of school.

DECISION

The Tribunal granted an order against the Respondent for eviction of the Respondent from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under ground 12 of Schedule 3 to said Act

Order not to be executed prior to 12 noon on 27th July 2026

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.

19 June 2026

Legal Member/Chair **Date**