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 Private Housing (Tenancies) (Scotland) Act 2016 ("the 2016 Act")**

**Chamber Ref: FTS/HPC/EV/26/0997**

**Re: Property at Apartment 19/1, Block A Platform, 30 Anderston Quay, Glasgow, G3 8HX ("the Property")**

**Parties:**

**NW Platform Glasgow Limited Partnership, 90 Long Acre, London, WC2E 9RA ("the Applicant")**

**Mr Mark Griffin, Apartment 19/1, Block A Platform, 30 Anderston Quay, Glasgow, G3 8HX ("the Respondent")**

**Tribunal Members:**

**Elaine Paton (Legal Member) and Gerard Darroch (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. A tenancy agreement, Notice to leave, rent statement, section 11 notice and evidence regarding rent arrears pre-action protocol were lodged with the application. The Tribunal noted no related civil payment application has been lodged to date.

2. A copy of the application was served on the Respondent by Sheriff Officer on 19 August 2026. The parties were notified that a case management discussion ("CMD") would take place by telephone conference call on 14 October 2026 at 2pm and that they were required to participate. The Respondent was given an opportunity to submit written representation in response to the application by

05 September 2026 but did not do so by that date. No representations were received from either party in advance of the CMD.

3. The CMD took place on 14 October 2026. The start time was delayed briefly to allow the Respondent an opportunity to attend in the event they may have been making efforts to dial into the teleconference call. The Applicant company was represented by Mr Harkness of Platform PM Limited. The Respondent did not participate.

**Summary of Discussion at CMD**

4. Mr Harkness told the Tribunal that the Respondent is still believed to be living at the Property and is continuing to accrue rent arrears.

5. The Tribunal noted the Private Residential Tenancy agreement lodged with the application states the tenancy started on 04 April 2025, with an initial sum of rent equivalent to £2,400 per calendar month payable for the period 04 April to 30 June 2025 and thereafter, monthly rent of £2,400 in advance due on or before the first day of each month. A spreadsheet rent statement document produced amongst the application papers demonstrated there were three consecutive months arrears of rent that had fallen due and remaining unpaid when a Notice to Leave was served upon the Respondent on 16 December 2025. Details of email correspondences regarding their arrears of rent had been issued to the Respondent at his email address noted in the tenancy agreement (and at the Respondent's request, to an alternative work email for a brief period in October 2025, before this reverted to their personal address stated in the tenancy agreement). Mr Harkness stated there had been various efforts to engage the Respondent including via emails and telephone, and there were two face-to-face meetings also on 26 September 2025 and 13 December 2025. Mr Harkness told the Tribunal the last payment the Respondent had made to their rent account was £1,400 on or around 03 March 2026, there is a balance of £22,600 on the rent account as at 30 September 2026, and a further £2,400 also now in arrears and remaining unpaid to date. Responding to the tribunal, Mr Harkness stated that an initial payment of £6,760 had been received from the Respondent in respect of advance rent for the periods 04 April to 30 April 2025, 01 May to 31 May 2025, and 01 June to 30 June 2025. Also received from the Respondent upon commencement of the tenancy arrangement was a tenancy deposit that is lodged with an approved tenancy deposit scheme. Mr Harkness stated the Respondent had paid rent for the months of July 2025 and August 2025, both payments were made late. The Respondent had also paid rent for September 2025 however due to there being no reference attributed to the payment made, the rent for that month was logged on the rent account at the end of that month. The subsequent arrears accrued as a consequence of non-payment of rent due: on or before 1st October 2025; on or before 1st November 2025; and on or before 1st December 2025 – that being the position when the Notice to Leave was served on 16 December 2025, and hand delivered also to the Respondent's secure mailbox at the Property on even date. Thereafter, the Respondent had made payments of £2,400 rent on or around 19th December 2025 and 02 February 2026 and the last payment received, being £1,400 on or around 03 March 2026. Mr Harkness continued,

stating the Respondent had not made any subsequent payments to the rent account to date. Mr Harkness stated it was the Applicant's position that they wished the Tribunal to grant an eviction order.

6. Mr Harkness stated the Applicant has 498 houses in the development and that the Property is one of the best apartments in the Block, being a large 3-bedroomed flat located at the top of the building; it comes with a twenty-four hours reception and various amenities include gym/fitness centre and such like. In response to the Tribunal, Mr Harkness stated that no conversation has taken place to date with the Respondent regarding alternative accommodation in a more affordable apartment within the block or development, explaining that the Respondent is widely regarded as a sociable person who he sees periodically however whenever he attempts to engage the Respondent about the arrears, they disengage and walk away. Mr Harkness stated the Applicant cannot continue to sustain the present position regarding the Property.

7. In relation to the Respondent's circumstances, and in response to the Tribunal, Mr Harkness stated the Respondent is approximately 52 years old and is believed to reside in the Property alone insofar as they are recorded as the sole tenant. It is believed the Respondent may have family who visit, including an older (adult) daughter. Mr Harkness stated that so far as he is aware the Respondent is employed full time in a large firm, alluding to the work email referred to earlier, and believed to be respected in their role there. Responding further to the Tribunal, Mr Harkness stated: the Respondent is not believed to be in receipt of any benefits and was fairly open in conversation about their income; the Respondent is not believed to have any health issues or any vulnerability that the Applicant company has been made aware of; the Respondent has made no mention in communications with him about having spoken to the local authority or any housing association(s) about obtaining housing elsewhere, Mr Harkness explaining that he is of the view the Respondent does not believe they may be at risk of homelessness. In response to the Tribunal Mr Harkness confirmed that the Respondent had made significant payments upon commencement of the tenancy arrangement, being advance rent of £6,760 for the period to the end of June 2025 and a tenancy deposit of calculated to an equivalent of approximately five weeks' rent; had paid rent subsequently and had not indicated they had any financial difficulties. Mr Harkness stated that the Respondent had tended to pay the earlier months' rental payments at the last minute and had indicated on occasion that there had been an issue at the instance of their bank regarding payment.

**Findings in Fact**

8. The Applicant is a part of a corporate group which owns subjects comprising the Property and in respect of those subjects a long lease has been registered in favour of the Applicant company's general partner and nominee. The Applicant company is the registered landlord of the Property.

9. The Respondent is the tenant of the Property in terms of a private residential tenancy agreement which commenced on 04 April 2025.

10. The calendar monthly rental in terms of the tenancy agreement is £2,400. There have been no rent increases therefore the Respondent is due to pay the ongoing rent of £2,400 per calendar month.

11. The Respondent has been in arrears of rent since October 2025, with any payments made to the account generally received late or sporadically after months of non-payment. The last payment received by the Applicant to the Respondent's rent account was 03 March 2026 in the sum £1,400.

12. The balance on the rent account is presently £25,000. The Respondent currently owes £22,600 in unpaid rent up to 30 September 2026, notwithstanding payment of the rental sum £2,400 which fell due on or before 01 October 2026 and is unpaid.

13. The Applicant's representative made efforts to engage the Respondent and issued correspondences to the Respondent in relation to their rent arrears under the pre-action protocol.

14. The Respondent has failed to engage meaningfully with the Applicant's representative or offer any explanation for the arrears and failure to meet their ongoing rent payment obligation.

15. The Respondent resided in the Property when the tenancy commenced and is believed still to be residing in the Property to date.

**Reasons for Decision**

16. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since 04 April 2026.

17. The application was also submitted with a Notice to Leave dated 16 December 2025, together with a copy email to the Respondent which establishes that the Notice was served on the Respondent on that date. The Notice states that an application to the Tribunal is to be made on ground 12 (rent arrears over three consecutive months).

18. 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.

19. 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."

20. 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.

21. The Tribunal accepted the unchallenged evidence 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 £25,000 in unpaid rent including £2,400 in arrears which became due by them on or before 01 October 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.

22. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -

    (a) The Tribunal is satisfied that the Applicant's representative issued correspondences in efforts to engage the Respondent to resolve their arrears and to provide signposting for advice and assistance to them.

    (b) The Tribunal is also satisfied that there is no evidence to contradict the Applicant's understanding that the Respondent is not believed to be in receipt of benefits, thus that the arrears are not believed to 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 by the Respondent since on or around 03 March 2026.

    (e) The Respondent has failed to engage meaningfully with the Applicant's representative 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 22, 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.**

**Elaine Paton, Legal Member** **14 October 2026**