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(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/EV/26/1770

Re: Property at 12F Landsdowne Court, Dundee, DD2 3JE ("the Property")

Parties:

Positive Steps Partnership, Swan House, 2 Explorer Road, Dundee, DD2 1DX ("the Applicant")

Mr John Lawrie, 12F Landsdowne Court, Dundee, DD2 3JE ("the Respondent")

Tribunal Members:

Mary-Claire Kelly (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 to grant an order for eviction

Background

1. By application dated 21 April 2026 the applicant seeks an order for eviction, relying on ground 9 (tenant no longer needs supported accommodation), ground 10 (tenant not occupying the property), ground 11 (breach of tenancy agreement), ground 12 (rent arrears for three or more consecutive months) and ground 13 (criminal behaviour) in Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.
2. The application was conjoined with application reference FTS/HPC/CV/26/1771 seeking an order for payment of rent arrears in the sum of £3328.

3. The applicant lodged *inter alia* the following documents with the application:
    - Copy private residential tenancy agreement
    - Positive pathways assessment form
    - Correspondence with respondent regarding non engagement
    - File notes re conduct of the tenancy/engagement with the respondent
    - Letter to the respondent with Notice to Leave dated 19 March 2026 with proof of delivery
    - Letter to the respondent regarding rent arrears dated 24 February 2026
    - Positive pathways service support agreement
    - Rent statements
    - SPS Prisoner location enquiries document
    - Notice under section 11 of the Homelessness Etc. (Scotland) Act 2003.
4. A case management discussion ("cmd") was assigned for 21 October 2026.

Case management discussion – 21 October 2026- teleconference

5. The applicant was represented by Ms Reid, Operations Manager, Positive Steps. The respondent was not present or represented. The Tribunal noted that the respondent had been served with papers at the property address by Sheriff Officers on 19 August 2026. Ms Reid advised the Tribunal that she was aware that the respondent was currently incarcerated at HMP Perth. She stated that he had been incarcerated after 24 August 2026 as he had met with a support worker in person on that date. She stated that the respondent was aware that the applicant had submitted the eviction application and this had been discussed with him. She stated that the applicant had contacted the Link Worker at HMP Perth who was aware of the eviction application. A meeting had been arranged between a support worker and the respondent at HMP Perth however the respondent had failed to attend. The Tribunal was satisfied based on the Sheriff Officers' certificate of service and the information provided by Ms Reid that the respondent had been properly served with the papers before he had been incarcerated. He had been properly notified in terms of the rules. No explanation for his non-attendance had been provided. The Tribunal determined to proceed with the cmd in his absence.

6. The Tribunal discussed that the application specified 5 separate grounds. Ms Reid stated that she would proceed on grounds 11 (breach of tenancy agreement) and 12 (rent arrears).
7. Ms Reid stated that the applicant is a charity that provides housing and support for vulnerable adults in the Dundee area. She stated that the respondent had a history of offending. He had been referred to the applicant whilst serving a previous sentence in prison. Following an assessment a tenancy was offered to the respondent with a commencement date of 28 November 2024. He had moved to the tenancy upon his release from prison. A support agreement was signed between the parties. It was a condition of the tenancy agreement that the respondent engage with support offered. Ms Reid stated that the support was intended to help vulnerable individuals sustain a tenancy and included support with benefits applications, attending appointments etc. It was a condition that if a tenant is incarcerated and unable to engage with support the tenancy will be signed back to the applicant.
8. Ms Reid stated that the respondent had not engaged with the applicant since the tenancy commenced. She stated that the support agreement stated that the respondent had to engage for 5 hours weekly. He had stopped engaging as soon as he was moved into the property. She stated that the applicant's team had tried everything to get him to engage including changing support workers, making repeated attempts to engage and visiting him in prison without success. Ms Reid stated that the applicant's records showed that arrangements had been made to engage with the applicant on 249 occasions. He had engaged on just 11 occasions.
9. Ms Reid stated that after the respondent obtained the tenancy he was incarcerated for 6 months ending January 2026. During this period he lost his entitlement to housing benefit. The applicant had attempted to provide support to the respondent to ensure that he applied for discretionary benefits that may have covered his rent charge however, he failed to engage and as result arrears of £3,328 built up. Ms Reid stated that following the respondent's release from prison full housing benefit was reinstated however, no effort had been made to address the arrears that had built up. Ms Reid stated that as the respondent is again in prison it is likely that housing benefit will again cease, with arrears

again increasing. She stated that there was a possibility that the period of imprisonment may be for a number of years however she had no confirmation of that.

10. Ms Reid stated that the respondent is 40 years old and had resided alone in the tenancy. He has a history of substance misuse and mental health issues. He also previously experienced homelessness. She stated that her organisation had hoped to support the respondent and that eviction was a last resort after they had tried everything to engage with him. She stated that as could be seen in the file notes his behaviour had been threatening and due to the risk he presented steps had been put in place to support staff.
11. Ms Reid stated that there had been issues with other people visiting the property. The applicant was concerned about the property being left vacant while the respondent was in prison. She stated that the applicant's intention would be to re-let the property to a vulnerable individual in need of housing support.

Findings in fact and law

12. Parties entered into a tenancy agreement with a commencement date of 28 November 2024. Rent payable in terms of the agreement was £673.22 per month.
13. The applicant is a charity providing housing and support to vulnerable adults.
14. A support agreement was signed between the parties dated 28 November 2024.
15. The respondent undertook in terms of the tenancy agreement and support agreement to engage with tenancy support provided by the applicant's employees.
16. The respondent failed to comply with the terms of the support agreement and did not engage with the support offered by the applicant. Of 249 occasions when support was offered the respondent engaged on 11 occasions.
17. The respondent spent a period of 6 months in prison ending in January 2026.
18. When the tenancy commenced the respondent was in receipt of full housing benefit.

19. The applicant has submitted a rent statement spanning the duration of the tenancy. The rent statement is calculated on a 4 weekly basis to reflect the pattern of housing benefit paid. The current 4 weekly rent charge is £710.60.
20. The respondent failed to engage with support offered by the applicant to apply for benefits to cover his rent charge while in prison.
21. The applicant made repeated efforts to engage with the respondent including changing support workers and visiting him in prison.
22. As a result of his incarceration the respondent's housing benefit was cancelled resulting in rent arrears amounting to £3,328.00.
23. The respondent has been in continuous arrears of rent since October 2025.
24. A valid notice to leave was served on the respondent dated 19 March 2026.
25. The respondent has not made any payments towards the rent arrears.
26. The respondent has failed to engage with the applicant to discuss the present application.
27. The respondent is currently in HMP Perth. The respondent was served with notification of the application and details of how to join the cmd on 19 August 2026, prior to his incarceration.
28. The respondent did not submit any written defence to this application and did not attend the cmd to oppose the application.
29. It is likely that rent arrears will increase as the respondent will lose his entitlement to housing benefit whilst in prison.
30. The respondent is 40 years old. He has a history of repeat offending, substance misuse and mental health issues, He also has previous experience of homelessness.
31. The applicant intends to re-let the property to a vulnerable individual with support and housing needs.

Reasons for the decision

32. Rule 17 (4) states:

> *The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.*

33. Rule 18 states:

Power to determine the proceedings without a hearing

***18.**—(1) Subject to paragraph (2), the First-tier Tribunal—*

(a)may make a decision without a hearing if the First-tier Tribunal considers that—

(i)having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii)to do so will not be contrary to the interests of the parties; and

(b)must make a decision without a hearing where the decision relates to—

(i)correcting; or

(ii)reviewing on a point of law,

a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

34. The Tribunal was satisfied that it was able to make a determination and that it was not contrary to parties' interest to do so at the cmd without the need for a further hearing.

35. The Tribunal had regard to the application and the documents lodged by the applicant. The Tribunal also took into account Ms Reid's submissions at the cmd.

36. Ground 11 states:

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.

37. 31. Clause 7 of the tenancy agreement states:

The Let Property has the sole use of Supported Accommodation and if the Tenant does not proactively engage with support services, this tenancy agreement will be revoked.

38. Clauses 37 and 38 of the tenancy agreement state:

37. SUPPORTED ACCOMMODATION This Let Property has the sole use as supported accommodation and the Tenant will adhere to all material terms and conditions within their support agreement.

38. INCARCERATION If at any time the Tenant is incarcerated and is unable to proactively engage with support, this tenancy will be signed back to Positive Steps Partnership by means of a tenancy termination.

39. Ground 12 states:

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.

40. The Tribunal was satisfied based on the contents of the support agreement, file notes, correspondence to the respondent and the submissions at the cmd that the respondent had breached the tenancy agreement continually since moving into the property by failing to engage with the support services and support agreement. The Tribunal was also satisfied that the respondent was in breach of clause 38 as he had failed to sign the tenancy agreement back to the applicant. The Tribunal had no reason no disbelieve the information provided

by Ms Reid on behalf of the applicant who had made repeated and exhaustive efforts to engage with the respondent.

41. The Tribunal was satisfied on the basis of the rent statement that had been lodged that the respondent had been in arrears of rent for a period in excess of three months both at the date the notice to leave was served and the date of the cmd.

42. The Tribunal proceeded to make a determination of whether it was reasonable to grant an order for eviction. In assessing whether it is reasonable to grant an order all available facts relevant to the decision were considered and weighed in the balance, for and against.

43. In relation to question of reasonableness the Tribunal determined that the correspondence sent to the respondent and the efforts made to engage with him to assist with benefits applications complied with the pre-action requirements in relation to the rent arrears ground. The Tribunal considered whether the arrears were due to the delay or failure of a relevant benefit. The Tribunal noted that had the respondent engaged with the support offered he may have applied for a discretionary benefit to cover his rent charge while serving his 6 months period in prison however, he had not done so. As no application had been submitted the arrears were not attribute to a delay or failure in a relevant benefit.

44. The Tribunal gave weight to the fact that the respondent's breach of the tenancy agreement had been ongoing since the tenancy commenced. He had failed to engage with the support repeatedly offered since the tenancy commenced. The Tribunal gave weight to the fact that the applicant is a charity. They had decided after considerable effort to recover the property in order that it could be provided to another individual with support needs. The Tribunal took into account that the respondent has significant rent arrears and has made no efforts to make any payments. The Tribunal accepted and gave considerable weight to Ms Reid's submissions that eviction action was a last resort and only instigated when all other avenues had failed.

45. The Tribunal gave weight to the respondents personal circumstances. He had mental health and substance misuse issues with previous history of homelessness. The Tribunal took into account that the respondent was

currently in prison. He would require to apply as homeless upon his release. However, against that the Tribunal took into account that he continued to fail to engage and may face a lengthy period in prison, with arrears continuing to rise. The Tribunal also gave significant weight to the fact that the respondent had not lodged any opposition to the application.

46. Taking all the circumstances into account the Tribunal determined that on balance it was reasonable to grant an order for eviction.

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.

Mary- Claire Kelly

_____	**21 October 2026**
Legal Member/Chair	**Date**