



**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/23/3978

**Re: Property at 23A North Bridge Street, Airdrie, North Lanarkshire, ML6 6NL
("the Property")**

Parties:

**Mrs Pauline Gillies, 58/1 Palmerston Place, Edinburgh, EH12 5AY ("the
Applicant")**

**Miss Shannon Stevenson, 23A North Bridge Street, Airdrie, North Lanarkshire,
ML6 6NL ("the Respondent")**

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined to grant an order for eviction.**

Background

1. By application submitted on 9th November 2023 the applicant seeks an order for eviction relying on ground 12 in Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.
2. The applicant lodged the following documents with the application:
 - Copy tenancy agreement
 - Rent statements
 - Copy email correspondence between parties relating to pre-action requirements.

- Section 11 notice in terms of the Homelessness Etc. (Scotland) Act 2003
 - Notice to leave
3. The present application was conjoined with an application seeking an order for payment against the respondent under Tribunal reference FTS/HPC/CV/3979.
 4. A case management discussion (“cmd”) was assigned for 4th March 2024.

Case management discussion (“cmd”) – 4th March 2024- teleconference

5. The applicant was represented by Mr Paul Clark, letting agent from Aquila Management Services. Ms Shannon Stevenson appeared on her own behalf.
6. A preliminary issue arose in relation to the current tenancy agreement between the parties. The application relied on a tenancy agreement entered in to between the landlord and Shannon Stevenson and her sister Starr Stevenson as joint tenants with a commencement date of 30th November 2021. Starr Stevenson was named as joint respondent in the application. At the cmd Shannon Stevenson advised that her sister had moved out of the property on 10th October 2022. Following advice from the letting agents, both Shannon and Starr Stevenson had given notice that they wished to terminate the original tenancy agreement and that a new tenancy agreement would commence with Shannon Stevenson as the sole tenant. Shannon Stevenson had retained a copy of the email providing notice to the letting agent which was sent on 18th August 2022. A fresh tenancy agreement was issued with Shannon Stevenson as the sole tenant and with a commencement date of 10th October 2022.
7. Mr Clark explained that there had been an error and he had thought the second tenancy agreement was not valid as proper notice had not been provided by Shannon Stevenson. At the cmd he accepted that proper notice had been provided. Both parties agreed that the tenancy commencing on 10th October 2022 was the current tenancy in respect of the property. It was agreed that Starr Stevenson was not a tenant of the property and accordingly the Tribunal determined to amend the application to show Shannon Stevenson as the sole respondent.
8. Mr Clark explained that the rent due for the property was £500 per month. The arrears had grown continually since the start of the tenancy. The figure of £3008.78 was outstanding as at November 2023 however arrears had

continued to increase and were currently £3795. Mr Clark advised that there was universal credit housing element in payment of £358.74 per month which was paid on the 5th of the month. However, this still left a substantial shortfall which had not been paid for a considerable period. Mr Clark advised that there had been discussions with Ms Stevenson with the aim of reaching a repayment agreement however no agreement had been reached and no payments made.

9. Ms Stevenson accepted that the sum sought was due. She confirmed she was in receipt of universal credit which covered part of the rent. She stated that she was liable for the unpaid rent. She stated that she had been advised by the local authority and citizens advice bureau not to make payment of the arrears as it would help her prospects of being rehoused if an eviction order was granted against her.
10. Ms Stevenson stated that she did not wish to remain in the property. She stated that she intended to apply for rehousing by the local authority. She stated that an order for eviction would be of assistance with that process. She was clear that she did not oppose an order for eviction being granted.
11. Mr Clark questioned whether the advice that Ms Stevenson had received was correct as to his knowledge a local authority would not advise a tenant not to pay rent so that they could be rehoused.
12. The Tribunal explained to Ms Stevenson the consequence of consenting to an eviction order. Ms Stevenson remained clear that she did not seek to oppose the order.

Findings in fact

13. Parties entered in a tenancy agreement with a commencement date of 1st October 2022.
14. Monthly rent due in terms of the agreement was £500.
15. Outstanding arrears as at 4th March 2024 amounted to £3795.
16. Ground 12, in schedule 3 of the 2016 Act has been established.

Reasons for the decision

17. The Tribunal had regard to the application and the documents lodged by the applicants. The Tribunal also took into account oral submissions at the cmd.

18. The Tribunal was satisfied that the arrears at the property amounted to £3975 as at the date of the cmd and that as there had been arrears in excess of three months, ground 12 had been established.
19. The Tribunal required to consider whether it was reasonable to grant an order for eviction. The Tribunal noted the high level of arrears, which continued to rise. The Tribunal gave particular weight to the respondent's oral submission that she did not wish to oppose an order for eviction being granted.
20. In the foregoing circumstances the Tribunal determined that 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.

M-C.Kelly

Legal Member/Chair

4th March 2024
Date
