



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) in respect of an application under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and in terms of rule 109 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”)**

**Reference number: FTS/HPC/EV/23/0803**

**Re: Property at 0/2 63 Kilinside Road, Paisley, PA1 1RQ (“the Property”)**

**The Parties:**

**Mr John Munro, 1/2 24 Love Street, Paisley, PA3 2DY (“the Applicant”) per his agents Lilac Lets Limited, 12, Fulton Gardens, Houston, Johnstone, PA6 7NU (“the Applicant’s Agents”)**

**Miss Louise Boyce, 0/2 63 Kilinside Road, Paisley, PA1 1RQ (“the Respondent”)**

**Tribunal Members:**

**Karen Moore (Legal Member) and Ahsan Khan (Ordinary Member)**

**Decision of the Tribunal**

The Tribunal refuses the Application for the reasons set out below.

**Background**

1. By application received between 14 March 2023 and 10 April 2023 (“the Applications”), the Applicant’s Agents applied to the Tribunal for an Order for eviction and possession of the Property based on Grounds 12 and 12A of Schedule 3 to the 2016 Act.
2. The Application comprised the following:
  - i) copy Notice to Leave dated 27<sup>th</sup> January 2023 in terms of Grounds 12 only of Schedule 3 to the Act;
  - ii) copy Notice under Section 11 of the Homelessness Etc (Scotland) Act 2003 to Renfrewshire Council being the relevant local authority;

- iii) copy rent statements showing arrears of £4,497.50 due and owing to 23 January 2023 and £4,934.50 due and owing to 23 February 2023 based on a monthly rent of £347.00 and
- iv) copy pre-action requirement (PAR) letters sent to the Respondent based on a monthly rent of £347.00.

3. By email dated 10 April 2023, the Applicant's Agent asked that the Tribunal amend the Notice to Leave to include Ground 12A, which amendment was accepted. The Application on Grounds 12 and 12A was accepted by the Tribunal Chamber and a Case Management Discussion ("CMD") was fixed for 3 July 2023 at 14.00 by telephone conference.

### **CMDs**

4. A CMD took place on 3 July 2023 at 14.00. The Applicant was not present and not represented. The Tribunal was aware that the Applicant's Agents would not be available to attend and proceeded in his absence. The Respondent questioned the amount of rent payable and due by her as she stated that the tenancy agreement was incomplete in this respect. She stated that she was in poor health and had no alternative accommodation.
5. The Tribunal adjourned the CMD to a further CMD and issued a Direction in respect of information required. The Applicant's Agents on behalf of the Applicant complied with the Direction and lodged the information required which comprised detailed information on the Applicant's financial position, his property portfolio and an updated rent statement.
6. A further CMD took place on 12 October 2023 at 10.00. The Applicant was not present and was represented by Mr. L. Jeffrey of the Applicant's Agents. The Respondent was present and was not represented. The Respondent advised the Tribunal that she had sought legal advice from Shelter who could not provide representation for the CMD and had advised that she seek an adjournment. With regard to the arrears of rent due, the Respondent advised that she was still pursuing a discretionary housing benefit payment and that her ill health, mentioned at the earlier CMD, continued. The Respondent maintained that she questioned the amount of rent payable by her as she had had a month rent free and the rent ought to be £80.00 per week. For the Applicant, Mr, Jeffery opposed the adjournment and advised that the Respondent had been offered payment plans on several occasions and not adhered to them. He advised that only 18 out of 35 rent payments had been made.
7. The Tribunal did not adjourn the CMD but, having heard the Parties, ordered that a Hearing of evidence be fixed in respect of rent due and owing and reasonableness to grant an Order for eviction. The Tribunal issued a further

Direction. The Applicant's Agents complied with the Direction. The Respondent did not comply with the Direction to any extent.

### **Hearing**

8. A Hearing took place on 16 February 2024 at 10.00 by telephone conference call. The Applicant was not present and was represented by Mr. L. Jeffrey of the Applicant's Agents. The Respondent was present and was not represented.
9. The Tribunal asked the Respondent why she had not complied with the Direction issued after the last CMD. She stated that she had not received the Direction and confirmed that she had not received the CMD Notes either. She advised that she had bank statements which she could submit but did not know that she had to do this.
10. Having heard the Parties, the Tribunal adjourned the Hearing of its own accord as the Respondent had a reasonable excuse for not complying with the Direction and as the Tribunal required both Parties to provide further information. The Tribunal issued a further Direction to both Parties. Both Parties complied with the Direction to an extent but neither Party complied with the Direction timeously.
11. The adjourned Hearing was fixed for 11 June 2024 at 10.00 by telephone conference call.
12. Prior to the adjourned Hearing, the Respondent requested that it be postponed as she had work commitments. The Applicant's Agent opposed the postponement. The Respondent's request did not meet the Rules in respect of postponements and so the Tribunal did not grant the request.
13. By email on 10 June 2024, the Respondent submitted copy bank statements showing payments made by her towards rent and arrears. Immediately prior to the Hearing, the Respondent submitted a photograph of an AT5 Form dated 20 November 2020 that had been supplied by the Applicant presumably in an attempt to create a short-assured tenancy. On this, the Applicant had written, "@£320/PCM starting on 28/01/2021 to be paid direct to the landlord (John Munro)."
14. The Respondent's late submissions were copied to the Applicant's Agent on her behalf.

### **Adjourned Hearing**

### **Preliminary Matter**

15. The adjourned Hearing took place on 11 June 2024 at 10.00 by telephone conference call. The Applicant was present and was represented by Mr. L. Jeffrey of the Applicant's Agents. The Respondent was present and was not represented.
16. As a preliminary matter, the Tribunal asked the Applicant's Agent for his view on the AT5 submitted by the Respondent. Mr Jeffrey on behalf of the Applicant agreed that the AT5 and a short assured tenancy agreement had been issued to the Respondent in error. He stated that the Applicant had not kept a copy. Mr Jeffrey initially suggested that it may have been his client's intention that £320/PCM meant 13 periods of four weeks. The Chair reminded Mr Jeffrey that he was not to give evidence on behalf of his client.
17. Mr Jeffrey explained that he was operating on the information provided by his client. He had not been involved at the start of the tenancy but engaged at a later date to manage the property. His client had not kept a copy of the tenancy agreement but had advised him that the rent was £80 per week, which translated to £347 per month.
18. After a brief adjournment for Mr Jeffrey to take instructions from his client, Mr Jeffrey confirmed that the Applicant accepted that the rent is £320.00 per month and not £347.00 per month as narrated in the Application and the supporting documentation. During the adjournment, Mr Jeffrey emailed to the Tribunal an amended rent statement reducing the rent due from £5,449 to £3,995.00. The Respondent queried this amount further and stated that she considered the sum due by her to be £3,545.50. Following a further discussion, the Applicant accepted that the sum due in rent is £3,545.50. The Parties agreed that the next rent payment is due on 21 June 2024.
19. For the avoidance of doubt, the Applicant's Agent stated that there was no dispute with the Respondent in respect of the payments which she stated she had made.
20. For the sake of completeness, the Tribunal heard this part of the Application together with an application by and against the same Parties for an Order for payment of rent arrears.
21. Having reached agreement in respect of the rent due the Tribunal confirmed that Grounds 12 and 12A for the Application were satisfied, and that evidence to be given should deal with whether it was reasonable to grant the eviction order.

## **Evidence of the Applicant**

22. The Applicant gave evidence in respect of the impact which the rent arrears have on him financially and personally. He stated that he found the eviction process “an ordeal” and that he had suffered financially and mentally. He could not recall the overall losses which he suffered from his portfolio of eight properties but stated that he had had to use his credit cards to supplement the running costs and mortgages. He advised the Tribunal that he is a handyman earning £250.00 - £350.00 per week. He stated that he found it very unreasonable not to have his Property returned to him.
23. When asked if it would be better for his finances to allow the Respondent to remain in the property, increase the rent and accept payments towards the arrears, the Applicant stated that there had been agreements in the past that were not kept, and that now the trust was gone.
24. In response to questions from the Tribunal, the Applicant stated that, if the Application was granted, he would re-let the Property at a higher rent to cover his costs. He estimated his monthly loss at £284.00 and stated that he would charge a rent of £100.00 more than at present as he would make improvements to the Property. The Applicant advised that he had not taken any action in respect of any of his other properties. He advised that he had accrued debt in the region of £12,000.00 on his credit cards.
25. With regard to asking the Respondent over a considerable period of time to pay an incorrect monthly charge, Mr Jeffrey stated that the figure had been communicated to the Respondent in correspondence including the PARs and she had not challenged the amount until the Tribunal process began.
26. Mr Jeffrey stated that the Applicant had been sympathetic towards the Respondent and had not served notice to increase her rent, and was not seeking interest on the rent arrears. Mr Jeffrey stressed to the Tribunal that the Applicant’s portfolio details and the Pre-Application Requirement notifications had been lodged in response to the Directions.

## **Evidence of the Respondent**

27. The Respondent gave evidence on her own behalf. As a preliminary matter she advised the Tribunal that she did not expect any further payments in respect of Universal Credit or a Discretionary Housing Payment.
28. With regard to her personal circumstances, the Respondent expanded on her email of 10 June 2024, providing personal details relating to ill health and a

former abusive relationship. She stated that she lives alone and has no family or close friends.

29. With regard to the rent position, the Respondent accepted that there are rent arrears and stated that, now that she is in permanent full-time employment, she will be able to make good the sums due by July next year. She advised that she had always thought that the rent was £80.00 per week or £320.00 per month and not £347.00 per month. She stated her dealings with the Applicant had always been informal and that nothing was written down. She stated that the Property had been in a state of disrepair when she moved in and this was the reason for the rent amount and the reason that she had a rent free period. The Respondent claimed that the Applicant had been abusive towards her and that the Applicant's Agent had entered the Property without permission. The Respondent further stated that the Applicant and the Applicant's Agent had not assisted her in finding alternative accommodation with Renfrewshire Council, and failed to provide the required information relating to her tenancy.
30. In response to the Applicant's Agent's cross-examination questions, the Respondent stated that the incident with the Applicant attending at the Property had happened once and that she had been scared. She did not accept that the Applicant's Agent had given prior written notice of his visit to the Property.
31. In response to questions from the Tribunal, the Respondent stated that she has been in full time permanent employment since April 2024 and is able to pay £616.20 per month in respect of the current rent and the arrears. She was adamant that she could afford the rent plus an additional £296.20 towards the arrears. She restated that she had not given the Applicant's Agent permission to enter the Property.
32. In response to a follow-up question from the Tribunal, the Applicant's Agent advised that he was aware of the Right of Entry application process but had not used this as yet in regard to the Property. He stressed that he would not enter a Property without authority or permission.

### **Summing Up for Applicant**

33. The Applicant's Agent summed up the evidence on behalf of the Applicant. He referred the Tribunal to the documents lodged in response to the Tribunal's Directions in respect of the Applicant's portfolio and compliance with the statutory procedures. He stated that Renfrewshire Council and the Respondent had been given formal notice of the eviction proceedings by issue of the Section 11 Notice. He stressed that, as a letting agency, Lilac Lets are

accredited to a high standard and approach everything with due diligence and in an open and transparent way.

34. With regard to the arrears, the Applicant's Agent stated that, regardless of the error in the amount of rent asked for, the Respondent had defaulted on over seventeen occasions and that the extent of the debt is still a large amount. The Applicant's Agent stated that the Respondent is a difficult tenant to manage and that it had not been possible to have an open discussion with her and provide her with a safety net. He stated that she failed to adhere to previous payment arrangements. In his submission, three outstanding rent payments are sufficient to allow the Tribunal to grant an Order as it is unreasonable for this amount of rent arrears to be absorbed by a landlord. He maintained that there was no evidence that the debt would be recovered from the Respondent.

### **Summing Up for Respondent**

35. The Respondent summed up the evidence on her own behalf. She stated that it was only at the Hearing today that the Applicant accepted the true amount of the arrears. She restated her willingness to make payment within 12 months.

### **Additional information before the Tribunal**

36. The Tribunal had the benefit of the information lodged by the Parties in response to the Directions issued by it.

37. Tribunal's Direction of 3 July 2023 stated:

The Applicant is required to submit documentary evidence in respect of:

- i) A copy of the tenancy agreement between the Parties to show the weekly or monthly rent;
- ii) An updated statement of rent due and owing which should show any rent paid direct by Universal Credit to the Applicant;
- iii) Information on whether or not future rent might be paid direct by Universal Credit;
- iv) Information on any payment plans entered into with the Respondent;
- v) The individual circumstances of the Applicant with regard to the effect that the Respondent's failure to pay rent regularly has on him;
- vi) Details of the Applicant's rental property portfolio, if any;
- vii) Any other matters which the Applicant considers the Tribunal should have regard to in reaching a decision on reasonableness in respect of the eviction application.

38. In response and, following the above numbering, the Applicant's Agent on his behalf submitted:

- i) A blank template of a short assured tenancy agreement;

- ii) Two rent statements both showing £347.00 per calendar month and both showing missing payments; one statement is from 23/11/20 to 23/08/2023 showing negative balance of ££6,129.00 and one is from 20/04/2023 with negative opening balance of £3,534.00 to 23/07/2023 with negative balance of £6,129.00;
- iii) Nothing submitted;
- iv) PARS letters submitted;
- v) Detailed statement setting out Applicant's personal circumstances and the appointment of the Applicant's Agent; details the Applicant's view that the rent of £80.00 and £320.00 per month is based on a thirteen month year to align with housing benefits;
- vi) A list of eight properties all subject to secured mortgages and two of which are in joint names with P. Nisbet and D. McKinney;
- vii) Nothing submitted.

39. Tribunal's Direction of 3 July 2023 stated:

The Respondent is required to submit documentary evidence in respect of:

- viii) Evidence of any rent paid direct by Universal Credit to the Applicant;
- ix) Information on whether or not future rent might be paid direct by Universal Credit;
- x) Information on payment plans entered into with the Applicant;
- xi) The individual circumstances of the Respondent with regard to the effect that an eviction order might have on her;
- xii) Information on any alternative accommodation available to her;
- xiii) Any other matters which the Respondent considers the Tribunal should have regard to in reaching a decision on reasonableness in respect of the eviction application.

40. The Respondent did not comply with the Direction.

41. Tribunal's Direction of 12 October 2023 stated:

The Respondent is required to submit documentary evidence in respect of:

- i) Evidence that future rent might be paid direct by Universal Credit to the Applicant;
- ii) Evidence of payment plans entered into with the Applicant;
- iii) A Statement of the rent which the Respondent considers is due and owing;
- iv) The individual circumstances of the Respondent with regard to the effect that an eviction order might have on her;
- v) Evidence of her dealings with Renfrewshire Council in respect of any alternative accommodation available to her;



- vi) Any other matters which the Respondent considers the Tribunal should have regard to in reaching a decision on reasonableness in respect of the eviction application.

42. The Respondent did not comply with the Direction.

43. Tribunal's Direction of 16 February 2024 stated:

The Applicant is directed to submit documentary evidence in respect of:

- i) The tenancy agreement or written evidence confirming the start date of the tenancy, the amount of rent agreed by the Parties, the term of the rent agreed and the payment dates for the rent agreed;
- ii) An updated statement of the rent which the Applicant considers is unpaid. The statement should show the dates on which rent fell due, the amount due and the dates and amounts of all payments made by the Respondent. The statement should cover the period from the start of the tenancy to the date on which the statement is produced;
- iii) Rent invoices or demands issued by the Applicant to the Respondent from the start of the tenancy;
- iv) Any payment plans or variations of the rent obligation entered into between the Parties.

44. In response and, following the above numbering, the Applicant's Agent on his behalf submitted:

- i) No tenancy agreement was submitted. A letter from the Applicant's Agent setting out what the agents consider to be the terms of the agreement;
- ii) A full rent statement set out in an Excel spreadsheet from 20 November 2020 to 3 June 2024 showing a closing negative balance of £5,449.00 and a further rent statement from 23/06/23 to 23/05/24 with an opening negative balance of £3,534.00 and a closing negative balance of £5,449.00
- iii) A print out showing the last 13 entries from case management system
- iv) PAR letters were re-submitted

45. Tribunal's Direction of 16 February 2024 stated:

The Respondent is directed to submit documentary evidence in respect of:

- i) The start date of the tenancy, the amount of rent agreed by the Parties, the term of the rent agreed and the payment dates for the rent agreed;
- ii) A statement of the rent which the Respondent considers has fallen due and has been paid by her since the start date of the tenancy. The statement should show the dates on which she considers rent fell due, the amount due and the dates and amounts of all payments made by her. The statement should cover the period from the start of the tenancy to the date on which the statement is produced;

- iii) Any payment plans or variations of the rent obligation entered into between the Parties;
- iv) Proof of rent paid by her from the start of the tenancy;
- v) Any application made by the Respondent for rent to be paid direct by Universal Credit to the Applicant and evidence of the DWP response;
- vi) The application made by her to Renfrewshire Council for Discretionary Housing Payment and evidence of that Council's response;
- vii) The individual circumstances of the Respondent with regard to the effect that an eviction order might have on her health;
- viii) Her dealings with Renfrewshire Council in respect of any alternative accommodation available to her and
- ix) Any other matters which the Respondent considers the Tribunal should have regard to in reaching a decision on reasonableness in respect of the eviction application.

46. In response, the Respondent submitted:

- i) A photograph of part of an AT5 dated 20 November 2020 and noting a rent of £320.00 per month;
- ii) Copy screenshots from her bank showing payments to the Applicant;
- iii) Copy email correspondence between her and Renfrewshire Council regarding a housing application and
- iv) Copy email correspondence between her and her employer regarding her working pattern.

### **Findings in Fact**

47. From all of the information before it, the CMDs and the Hearing, the Tribunal made the following findings in fact: -

- i) There is a private residential tenancy of the Property between the Parties;
- ii) No private residential tenancy agreement has been issued by the Applicant to the Respondent;
- iii) An AT5 in terms of the Housing (Scotland) Act 1988 was issued by the Applicant to the Respondent on 20 November 2020;
- iv) The AT5 notes the rent as £320.00 per calendar month;
- v) A Notice to Leave citing Ground 12 and thereafter amended to cite Ground 12A also was issued on behalf of the Applicant to the Respondent;
- vi) PAR letters were issued on behalf of the Applicant to the Respondent;
- vii) The said Notice to Leave and PAR letters wrongly narrate the monthly rent as £347.00 throughout;
- viii) The actual monthly rent is £320.00;
- ix) The Applicant or the Applicant's Agent on his behalf have been pursuing the Respondent for an incorrect and higher amount of £347.00 per month since the tenancy began;

- x) The Applicant or the Applicant's Agent on his behalf have no lawful entitlement to pursue the Respondent for the incorrect and higher amount of £347.00 per month;
- xi) The Respondent accepts that she has fallen into arrears of rent;
- xii) The arrears of rent amount to £3,545.50 as at the date of the Hearing;
- xiii) The Respondent made regular payments of rent from January 2021 to November 2021;
- xiv) The Respondent made irregular payments and missed payments of rent during 2022 and 2023;
- xv) The Respondent has made regular payments towards rent and the arrears of rent from November 2023 to the date of the Hearing;
- xvi) The Respondent has offered to pay the Applicant £616.20 per month, inclusive of the monthly rent of £320.00, until the arrears are paid in full;
- xvii) The Respondent estimates that the arrears will be paid in full by July 2025;
- xviii) The Applicant has a portfolio of eight properties including his main residence and the Property;
- xix) All of the properties in the Applicant's portfolio are subject to a secure mortgage;
- xx) Two of the properties in the Applicant's portfolio are in joint ownership with third parties;
- xxi) The Applicant is not currently taking legal action in respect of the other properties in his portfolio;
- xxii) If the Application is successful, the Applicant intends to relet the Property at a higher rent;
- xxiii) The Applicant is in employment;
- xxiv) The Respondent is a single person;
- xxv) The Respondent has been in permanent full-time employment since April 2024;
- xxvi) The Respondent does not have access to alternative accommodation.

### **Decision and Reasons for Decision**

48. The Tribunal had regard to all the information before it and to its Findings in Fact.

49. The Tribunal considered the validity of the Notice to Leave in light of the fact that both the Notice and the accompanying rent statement contained wrong information in respect of the monthly rent and the arrears of rent.

50. The Tribunal had regard to Section 62(1) of the Act which sets out the meaning of Notice to Leave and stated eviction ground as a *"notice which (a) is in writing, (b) specifies the day on which the landlord under the tenancy in question expects to become entitled to make an application for an eviction order to the First-tier Tribunal, (c) states the eviction ground, or grounds, on the basis of which the*

*landlord proposes to seek an eviction order in the event that the tenant does not vacate the let property before the end of the day specified in accordance with paragraph (b), and (d) fulfils any other requirements prescribed by the Scottish Ministers in regulations.”*

51. The Tribunal then had regard to the eviction grounds as set out in the Notice to Leave and in terms of Schedule 3 to the Act at paragraphs 12 which states “*It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months*” and 12A which states “*the tenant has substantial rent arrears*”. The Tribunal took the view that, for Ground 12 in particular, it is the number of rent instalments missed which is the relevant factor and not the amount of each rent payment. Therefore, the Tribunal held that the Notice to Leave, taken at its highest, is valid and does not require to be set aside.
52. The Tribunal must establish, consider and properly weigh the “whole of the circumstances in which the application is made” (Barclay v Hannah 1947 S.C. 245 at 249 per Lord Moncrieff) when deciding whether it is reasonable to grant an order for possession.
53. The Tribunal noted that the PAR notification letters submitted to the Tribunal by the applicant’s agents were difficult to follow. Some appeared to be incomplete template letters, unsigned and undated. Of more significance is that they provided incorrect information to the tenant in respect of the monthly rent and the arrears of rent. The Government Guidance on pre-action protocols for notices issued after 1<sup>st</sup> October 2022, states that such letters should “Provide the tenant with clear information (which can be by writing or email) relating to: the terms of the tenancy agreement (and) the amount of rent for which the tenant is in arrears”. These requirements were not satisfied. Accordingly, the Respondent did not have the full protection of the Guidance. Neither the applicant nor the agent seemed to appreciate the seriousness of this and neither expressed regret for asking the tenant to pay an incorrect rental figure.
54. The Tribunal then looked to balance the rights and interests of both parties.
55. The Tribunal had regard to the written submissions provided by the Applicant’s Agent setting out the applicant’s financial position. The summary position noted a monthly mortgage charge of £353.75 for this property and an annual shortfall of £3,564.12 across the eight-unit portfolio. However, this summary statement showed no rent being paid at the property. Now that rent is being paid consistently on the Property there would be a small surplus across the portfolio. The Applicant also has the option to increase the rent. The Tribunal

also noted that the summary statement showed another property in the portfolio with no income and another where the rental charge was considerably below the mortgage costs.

56. The Tribunal found the Applicant to be vague in his evidence in respect of his position, particularly on the finances regarding his portfolio of properties but accepted that the stressful nature of the Hearing might have been a contributory factor.
57. With regard to the Respondent's evidence, the Tribunal found her to be straightforward and truthful and noted that her position had not changed or wavered since the first CMD. The Tribunal noted that the Respondent's assertion that the rent being sought by the Applicant and the Applicant's Agent was excessive had been validated in the course of the Hearing. The Tribunal noted that although her payments had been irregular, arrears were now reducing. She had maintained payments of £450 since November 2023 and increased this to £500 in April 2024. The Tribunal did not doubt her commitment to make good the sum due. The Tribunal also did not doubt her evidence in respect of her personal circumstances and found her to be a vulnerable single woman. In any event, her personal circumstances and vulnerability were not challenged by or on behalf of the Applicant. She did not have access to alternative accommodation and wished to stay in the property. The Tribunal was of the view that eviction would have a considerable adverse impact on her.
58. With regard to the Applicant's Agent's summing up, no evidence had been led in respect of the Respondent's character and attitude as a tenant. The Tribunal found the Applicant's Agent's comments that the Respondent is a difficult to manage tenant as wholly without merit. However, the Applicant appears to have behaved aggressively towards the Respondent on one occasion before the engagement of his agents.
59. The Tribunal considered that the Respondent's offer to make good the arrears was credible. There was no clear explanation of the Applicant's outright rejection of it. Other than a period of arrears, during which time his letting agent had consistently misrepresented the terms of the tenancy to the Respondent, no evidence was presented to demonstrate actions by the Respondent which would justify the Applicant taking this position. He is an experienced professional landlord with a portfolio of eight units. He has had the opportunity to increase the rent and chosen not to. Although the arrears would have an impact on the Applicant's income stream, these were now being repaid. The Respondent had been paying consistently for several months and was now in secure employment.

60. The Tribunal found that the impact of granting an Order would have a significantly more adverse impact on the Respondent as a vulnerable woman with no alternative accommodation than it would on the Applicant who is a commercial landlord. The Tribunal, having no reason to doubt the Respondent's commitment to making good the arrears, took the view that, as the Applicant is more likely than not to recoup his financial losses, he is at less financial risk than if the Order were granted and he re-let the Property.

61. Accordingly, the Tribunal is not satisfied that it is reasonable to grant the Order and so refuses the Application.

### **Right of Appeal**

**In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by a 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.**

Karen Moore

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**Legal Member**

**11 June 2024**

**Date**