



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)
Chamber Ref: FTS/HPC/EV/24/0202**

Re: Property at 44 Hilton Terrace, Aberdeen, AB24 4HD (“the Property”)

Parties:

**Mrs Monica Crawford, 15, Quarterland Road, Islandmagee, Larne, Co Antrim,
BT40 3RW (“the Applicant”)**

**Mrs Caroline Tinsley, 44 Hilton Terrace, Aberdeen, AB24 4HD (“the
Respondent”)**

Tribunal Members:

Virgil Crawford (Legal Member) and Frances Wood (Ordinary Member)

Decision

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

BACKGROUND

1. By lease dated 3 November 2021 the Applicant let the property to the Respondent. The start date of the tenancy was 29 November 2021.
2. The rent payable is £850.00 per calendar month, payable monthly and in advance.
3. The Respondent fell into arrears of rent. It was agreed that, as at the date of the Case Management Discussion – 24 June 2024 – the arrears amounted to £2,025.42.
4. A Notice to Leave dated 5 December 2023 was served upon the Respondent. The Notice to Leave sought an eviction order on two grounds:-

Ground 11 – breach of tenancy agreement. It was stated that an “additional tenant is staying in the property for 3/4 days per week”

Ground 12 – rent arrears. It was stated in the Notice to Leave the arrears amounted to £684.71 and that amount had been accumulating over the last four months.

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

THE CASE MANAGEMENT DISCUSSION

6. The Applicant did not participate personally in the Case Management Discussions but was represented by Mr Alan Summers of Aberdeenshire Letting. The Respondent participated personally. She was supported by Miss Linda Thomson of Aberdeen Priority Families.
7. Mr Summers confirmed the Applicant was seeking an eviction order under ground 11, breach of the tenancy agreement and, ground 12, rent arrears.

Ground 11

8. In relation to ground 11, the alleged breach of the tenancy agreement, Mr Summers advised the Applicant believed another person was residing at the Property. He was frank, however, in advising that he did not have specific details. The Notice to Leave, however, suggested that another person was residing at the property “for 3 /4 days per week”. The application to the Tribunal stated that another person was “mostly staying over 3 days per week”.
9. The Respondent confirmed that her partner did, indeed, stay over at the Property about 3 days per week. He did that for the benefit of the children. She has three children, one aged 19, one aged 15 and one aged 12 years. Her partner, however, has his own home. He was not subletting the Property or any part of it. It was not his principal home. He simply stayed over some nights for the benefit of the children.
10. The Tribunal asked Mr Summers to confirm which clause of the tenancy agreement he was alleging was breached by this arrangement. After considering the terms of the tenancy agreement – a private residential tenancy agreement – he suggested that clauses 12 and 13 were being breached. Clause 12 prevents subletting of the Property, taking in a lodger or paying guests and prevents the assignation of the tenant’s interest in the let property. Mr Summers agreed that, from the information available, there was nothing to suggest that the terms of clause 12 had been breached. In relation to clause 13, this clause required the landlord to be notified “if a person aged 16 or over (who is not a joint tenant) occupies the let property with the tenant as that person’s only or principal home...”. Again, from the information available, Mr Summers agreed that he was unable to confirm that those requirements had been met in support of an application under ground 11. It

was conceded by the Respondent that her partner did stay over at the Property on certain nights. The property, however, was not his principal home.

11. Having regard to the information available to the Tribunal, and the matter having been fully discussed with the Parties, the Tribunal confirmed that it did not consider it was in a position to grant an eviction order under this ground.

Ground 12

12. In relation to rent arrears, the Tribunal was advised by Mr Summers that the current level of arrears was £2,025.42. The Respondent accepted that was an accurate statement of the level of arrears. She has been in arrears for 3 or more consecutive months.

13. She advised the Tribunal she was now in receipt of universal credit and this would now make payment of £850.00 per month towards her rent, that being the full rent amount. In relation to the arrears, she advised she would be in a position to make a payment of £50.00 per month towards the arrears. She explained also, that in relation to the tenancy deposit, this had not been paid in full yet. Her eldest child was making payment of £50.00 per month towards the deposit.

14. Mr Summers confirmed that, in so far as the deposit is concerned, £400.00 has been paid towards that. In relation to rent being paid by way of benefits, he advised that the last information he had was that, on 14 May 2024, the benefits agency advised that the Respondent's housing benefit had been stopped. The Respondent, in turn, advised that she had been transitioned to Universal Credit and her claim had been approved and she would be paid the rental amount in full on 16 July 2024 and had mandated this be paid directly to her landlord. It was not suggested, however, that the arrears had accumulated as a result of any delay or failure in the payment of any benefit.

15. The Respondent, however, while stating that she has resolved the issue in relation to benefits and that rent should be paid on an ongoing basis, confirmed to the Tribunal that she was not, in principal, opposed to an eviction order being granted. She confirmed she has three children living at the property just now, a daughter aged 19, who is in employment, and two children aged 15 years and 12 years. The Respondent is already engaging with the local authority with a view to securing alternative accommodation. She is seeking accommodation for herself and her two younger children. Her eldest child has a separate application before the local authority seeking accommodation in her own right.

16. Her two younger children will both attend a local high school from after the holidays. She is hoping to secure accommodation in the general locality of the school to avoid any disruption to the schooling of her children. She is receiving support from Aberdeen Priority Families with her application for housing. She is progressing up the waiting list for the allocation of a suitable

property and now lies 4th or 5th.. She did not wish to argue against the granting of an eviction order but, after discussion, confirmed that she would desire, if possible, that the date of enforcement of any eviction order be deferred to allow sufficient time for her to be allocated suitable accommodation by the local authority and avoid the need to go into emergency accommodation.

17. Mr Summers, on behalf of the Applicant, confirmed that, while the Applicant was seeking an eviction order, he did not anticipate any difficulty with the date of enforcement being deferred. From the information available it would appear that rent will be paid by way of universal credit on an ongoing basis. The Tribunal noted that the rent statement previously lodged with the Tribunal indicated that as at 29 December 2023 arrears of rent amounted to £1,950.98. On the basis they now amounted to £2,025.42, there had been an increase in the arrears of less than £75.00 over a period of approximately 6 months.

FINDINGS IN FACT

18. The Tribunal found the following facts to be established:-

- a) By lease dated 3 November 2021 the Applicant let the property to the Respondent. The start date of the tenancy was 29 November 2021.
- b) The rent payable is £850.00 per calendar month, payable monthly and in advance.
- c) The Respondent fell into arrears of rent. As at the date of the Case Management Discussion the arrears amounted to £2,025.42.
- d) The Respondent has been in arrears of rent for over three consecutive months.
- e) The arrears have not arisen due to any delay or failure in the payment of any relevant benefit.
- f) A Notice to Leave dated 5 December 2023 was served upon the Respondent. The Notice to Leave referred to Ground 12 - arrears which had been accumulating over the last four months.
- g) A Notice in terms of s11 of the Homeless Etc. (Scotland) Act 2003 was intimated to the local authority.

REASONS FOR DECISION

19. Having regard to:-

- a) the acceptance of the arrears of rent,
- b) the fact the Respondent was not opposing the Application for an eviction order,
- c) the fact the arrears of rent do not appear to be increasing, or certainly not by any significant amount,
- d) the information provided to the effect that rent will be paid by way of universal credit on an ongoing basis,
- e) the family circumstances of the Respondent,

the Tribunal granted an order for eviction but deferred the date of enforcement thereof until 30 August 2024.

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 of said Act.

Order not to be executed prior to 12 noon on 30 August 2024

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.

V Crawford

Legal Member/Chair

24 June 2024

Date