



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies)(Scotland) Act 2016**

**Chamber Ref: FTS/HPC/EV/24/1650**

**Re: Property at 87 Merton Drive, Glasgow, G52 2AS ("the Property")**

**Parties:**

**Gauld Properties Ltd, 22 Milnpark Street, Glasgow, G41 1BB ("the Applicant")**

**Miss Laura Lough, 87 Merton Drive, Glasgow, G52 2AS ("the Respondent")**

**Tribunal Members:**

**Gillian Buchanan (Legal Member) and Mary Lyden (Ordinary Member)**

**Decision (in absence of the Respondent)**

At the Case Management Discussion ("CMD"), which took place by telephone conference on 21 October 2024, the Applicant was represented by Ms Claire Trainer. Property Manager of the Applicant. The Respondent was neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Respondent having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

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

**Background**

The Tribunal noted the following background:-

- i. The Applicant is the heritable proprietor of the Property.
- ii. The Applicant leased the Property to the Respondent in terms of a Private residential Tenancy Agreement ("the PRT") that commenced on 7 December 2020.
- iii. The rent payable in terms of the PRT was initially agreed to be £550 per calendar month.
- iv. The rent was increased to £618 per calendar month with effect from July 2023.
- v. A deposit of £550 was paid by the Respondent in terms of the PRT.
- vi. On 8 March 2024, the Applicant served on the Respondent by email a Notice to Leave requiring the Respondent remove from the Property by 8 April 2024 on the

basis that rent arrears of £1662 had accrued as at 7 March 2024 and that the Respondent had breached clauses 16, 19 and 33 of the PRT.

- vii. The Applicant served on Glasgow City Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.

### **The CMD**

At the CMD the Ms Trainer for Applicant made the following representations:-

- i. The Applicant seeks an eviction order.
- ii. With regard to the increase in rent to £618 per calendar month a rent increase notice was served in advance. There was no challenge to that Notice by the Respondent.
- iii. The deposit of £550 is still held by Safe Deposits Scotland and will not be released until the tenancy is at an end.
- iv. With regard to the Notice to Leave previously served, the rent arrears are now £1188.
- v. The Respondent has been in receipt of Universal Credit since May 2023 but payment is made in a total sum of £600 per month meaning that there is an ongoing shortfall each month of £18.
- vi. Rent arrears are therefore continuing to accrue and no payments towards that shortfall have ever been received from the Respondent.
- vii. Pre-action that protocol letters were served on 23 January 2024 by email and on 7 February 2024 by both email and recorded delivery.
- viii. Insofar as the Notice to Leave also refers to the Respondent being in breach of clause 16 of the PRT by failing to keep the Property clean and tidy and by damage having been caused to walls and doors, a breach letter was sent to the Respondent by email on 15 February 2024. The Property was re-inspected thereafter but there was no improvement. It remained in very poor condition.
- ix. Insofar as the Notice to Leave refers to the Respondent being in breach of clause 33 of the PRT by keeping a dog in the Property without consent, Ms Trainer was not sure if the dog was still there. Access was refused on the last occasion an inspection was sought. A dog was previously seen and although the Respondent said the dog was not hers she subsequently admitted to a colleague of Ms Trainer that the dog was hers. A neighbour has also complained about the dog barking. Reference to the Respondent being in breach of clause 33 is also contained within the breach letter dated 15 February 2024.
- x. With regard to the Respondent being in breach of clause 19 of the PRT relative to access for repairs, inspections and valuations the Respondent has refused to give access and the Applicant has required to raise right of entry proceedings before the Tribunal. The Respondent would make complaints about electrical repairs and other maintenance required that then did not respond and refused access. The right of entry application is ongoing.
- xi. Ms Trainer believes the Respondent is still in occupation of the Property but she has not attended lately as she does not want to make the situation worse.
- xii. Keys have not been returned.
- xiii. It is believed the Respondent lives in the Property with her partner (who she has stated does not live there but his clothing has been seen) together with two children aged around six and four years of age.
- xiv. The Respondent is employed full-time and this is believed to be quite well paid.
- xv. The Respondent did say to Ms Trainer's colleague that she would be leaving the Property and indeed Ms Trainer's operations director has received a couple of

- requests for references from housing associations which have been provided. This took place around two months or so ago.
- xvi. The Property is a lower flat within a block of four flats and comprises a living room, kitchen, hallway, bathroom, two large bedrooms and a boxroom with a garden which is also not being maintained.
  - xvii. In their letter to the Respondent advising of the rent increase advice is given about the Respondent letting her bank know of the change in rent due and also the appropriate authority where benefits are being paid. The Respondent required to intimate the rent increase to Universal Credit.
  - xviii. Ms Trainer has not spoken to the Respondent recently. The Respondent did not want to deal with her. However, Ms Trainer has tried really hard with the Respondent but she is not responsive.
  - xix. Ms Trainer described her job as being to keep tenants in properties and not put them out.
  - xx. With regard to the Guarantor, she is believed to be the Respondent's partner's mother who stays across the road from the Property. The Respondent answered Mr Trainer's letter to the Guarantor on her behalf saying that the Applicant would not be getting any money from the Guarantor and how dare they contact her.

### **Findings in Fact**

- i. The Applicant is the heritable proprietor of the Property.
- ii. The Applicant leased the Property to the Respondent in terms of the PRT that commenced on 7 December 2020.
- iii. The rent payable in terms of the PRT was initially agreed to be £550 per calendar month.
- iv. The rent was increased to £618 per calendar month with effect from July 2023.
- v. A deposit of £550 was paid by the Respondent in terms of the PRT.
- vi. On 8 March 2024, the Applicant served on the Respondent by email a Notice to Leave requiring the Respondent remove from the Property by 8 April 2024 on the basis that rent arrears of £1662 had accrued as at 7 March 2024 and that the Respondent had breached clauses 16, 19 and 33 of the PRT.
- vii. The Applicant served on Glasgow City Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.
- viii. A Rent Increase Notice was served on the Respondent in advance of the rent increase to £618. There was no challenge to that Notice by the Respondent.
- ix. The deposit of £550 is still held by Safe Deposits.
- x. The rent arrears are now £1188.
- xi. The Respondent has been in receipt of Universal Credit since May 2023 but payment is made in a total sum of £600 per month meaning that there is an ongoing shortfall of rent of £18 each month. No payments towards that shortfall have ever been received from the Respondent.
- xii. Pre-action that protocol letters were served on 23 January 2024 by email and on 7 February 2024 by both email and recorded delivery.
- xiii. The Respondent is in breach of clause 16 of the PRT by failing to keep the Property clean and tidy and by damage having been caused to walls and doors. A breach letter was sent to the Respondent by email on 15 February 2024. The Property was re-inspected thereafter but there was no improvement.
- xiv. The Respondent is in breach of clause 33 of the PRT by keeping a dog in the Property without consent. The Respondent admitted to a colleague of Ms Trainer that the dog was hers. A neighbour has also complained about the dog barking.

- xv. The Respondent is in breach of clause 19 of the PRT relative to access for repairs, inspections and valuations in that the Respondent has refused to give access and the Applicant has required to raise right of entry proceedings before the Tribunal which are ongoing.
- xvi. Keys to the Property have not been returned.
- xvii. It is believed the Respondent lives in the Property with her partner together with two children aged around six and four years of age.
- xviii. The Respondent is employed full-time.
- xix. The Applicant has received a couple of requests for references for the Respondent from housing associations which have been provided.
- xx. The Property is a lower flat within a block of four flats and comprises a living room, kitchen, hallway, bathroom, two large bedrooms and a boxroom with a garden.

### **Reasons for Decision**

The Respondent did not submit any representations to the Tribunal and did not attend the CMD. The factual background narrated by the Applicant within the application papers and orally on behalf of the Applicant at the CMD was not challenged and was accepted by the Tribunal.

The Tribunal considered whether or not it would be reasonable to grant an eviction order and determined that it is reasonable to grant an eviction order under Grounds 11 and 12 of Schedule 3 of the 2016 Act having regard to the Respondent's breach of clauses 16, 19 and 33 of the PRT and her failure to pay rent as a result of which arrears of rent have existed over three consecutive months.

### **Decision**

The Tribunal granted an eviction order in favour of the Applicant.

### **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.**

# G. Buchanan

---

**Legal Member/Chair**

**21 October 2024**  
**Date**