

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 18(1) of the Housing  
(Scotland) Act 1988**

**Chamber Ref: FTS/HPC/EV/24/0653**

**Re: Property at 27 Lennox Terrace, Paisley, PA3 4LJ (“the Property”)**

**Parties:**

**PLPO Limited, Mrs Sarah Addison, 16 Symons Close, Hartburn, Stockton-on-Tees, TS18 5QB (“the Applicant”)**

**Miss Kerry Cameron, 27 Lennox Terrace, Paisley, PA3 4LJ (“the Respondent”)**

**Tribunal Members:**

**Graham Harding (Legal Member) and Robert Buchan (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be refused.**

**Background**

1. By application dated 9 February 2024 the Applicant’s representatives, Penny Lane Homes, Renfrew applied to the Tribunal for an order for possession of the property under Grounds 11 and 12 of Schedule 5 of the Housing (Scotland) Act 1988. The Applicant’s representatives submitted copy Short Assured Tenancy Agreement, Form AT5, Notice to Quit, Form AT6, Sheriff Officers Certificate of Service, Rent Schedule and a Section 11 Notice with email to Renfrewshire Council in support of the application.
2. Following further correspondence between the Tribunal administration and the Applicant’s representatives the Applicant’s representatives submitted copy pre-action requirement letters to the Tribunal.
3. By notice of Acceptance dated 16 July 2024 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion (“CMD”) was assigned.

4. Intimation of the CMD was served on the Respondent by Sheriff Officers on 10 September 2024.
5. A CMD was held by teleconference on 17 October 2024. The Applicants were represented by Mr Ian Troy, of Penny Lane Homes, Renfrew. The Respondent did not initially attend the discussion but did join later. By way of a preliminary matter the Tribunal noted from Mr Troy that there was an agreement between Mrs Addison and PLP0 Ltd that it would manage her portfolio of rental properties and that the tenancy agreements would run in the name of PLP0 Ltd.'s name. The Tribunal also noted that Mrs Addison was registered as a landlord at the property. The Tribunal noted that the parties had entered into a Short Assured Tenancy Agreement that had commenced on 16 July 2016 and endured until 16 January 2017 and from month to month thereafter. It was agreed that the Notice to Quit and Form AT6 had been properly served on the Respondent and that proper intimation of the proceedings had been sent to Renfrewshire Council and that appropriate pre-action letters had been sent to the Respondent. It was also agreed that the Respondent had been making regular payments to reduce the rent arrears and that her payment of rent through Universal Credit had been reinstated with the outstanding rent being £2219.66.
6. Mr Troy confirmed that the Applicants were looking for an order for possession of the property. He said that PLP0 Ltd had a portfolio of 19 properties including 3 properties owned by Mrs Addison. Mr Troy went on to say that Mr Canning the director of PLP0 Ltd had retired and was winding down his business and in the process of selling the portfolio which had previously amounted to between 30 and 40 properties. Mr Troy said that Mrs Addison was still working and was in her late fifties. When asked about the Standard Security over the property, Mr Troy was unable to provide any information.
7. In response to a query from the Tribunal Mr Troy confirmed that Mr Canning had been a Director of Penny Lane Homes prior to his retiral but was no longer part of the company.
8. At this point the Respondent joined the call and explained to the Tribunal that she had been in contact with the local authority and had been told that there were no properties available. She said that she was willing to increase the amount she paid towards the arrears to £25.00 per week if that would help her stay in the property. She explained that she had been on the council waiting list for a property for 4.5 years. The Respondent went on to say that she had fallen into arrears because of being changed from one type of benefit to another in August last year and her housing benefit had stopped being paid. She also said that one payment had gone into a bank account that had been closed and she could not access these funds. The Respondent said that she had a meeting arranged with the CAB that was due to take place the following day. The Tribunal queried if any attempt had been made to obtain a back payment from the DWP or a Discretionary payment from the local authority. The Respondents said that she had not made any application but was willing to do so. She said

she did not want to be evicted. She said she had been in the property since 2016 and this was the first time she had been in arrears.

9. In response to a query from the Tribunal the Respondent explained that in addition to herself she had three children aged 2, 9 and 15 living with her in the three-bedroom property.
10. In response to a further query from the Tribunal Mr Troy confirmed that the rent at £550.00 per month was low for that size of property which would normally rent for about £800.00 per month. Mr Troy went on to explain that was one of the reasons the Applicants were wanting to sell the property and also because of the current high interest rates on mortgages.
11. The Tribunal having considered the information it had before it did not think it had sufficient information to make a decision. It issued an oral direction to Mr Troy that he should provide the Tribunal with more specific details of Mrs Addison's Standard Security over the property and how the outstanding arrears impacted on the Applicants. The Tribunal also indicated to the Respondent that as she had a meeting arranged with the CAB, she was being given an opportunity to seek advice on whether there was any prospect of making a backdated claim for housing allowance or obtaining a discretionary payment from the local authority that might reduce her rent arrears. In the circumstances the Tribunal determined to adjourn the CMD to a further CMD.
12. By email dated 8 January 2025 the Applicant's representatives submitted an updated rent statement and a written statement by the applicant, Mrs Sarah Addison.
13. By email dated 13 January 2025 the Respondent submitted written representations in response to the Applicant's submissions.

### **The Case Management Discussion**

14. A CMD was held by teleconference on 22 January 2025. The Applicant did not attend but was represented by Mr Troy from the Applicant's representatives. The Respondent attended in person.
15. The Tribunal ascertained from the Respondent that the Respondent had been unable to obtain backdated housing allowance or a discretionary payment from the local authority but that she had been maintaining payments of £25 -£30 per week to reduce the rent arrears and was trying to pay of the arrears as fast as she could. The Respondent went on to explain that the housing benefit funds paid into her closed Bank of Scotland Account had been retained by the bank to clear her overdraft and could not be paid to the Applicant.
16. The Tribunal queried with Mr Troy why the Applicant had not complied with the oral direction given at the previous CMD and provided more specific details of Mrs Addison's Standard Security over the property and how the outstanding

arrears impacted on the Applicants. Mr Troy explained that he was unable to provide details of the standard security but that the Applicant's argument was that they wanted to sell the property and if they were unable to do this they would need to increase the rent. Mr Troy also said that the Applicant had provided him with a schedule of income and expenditure in respect of the property. He said that the mortgage cost was £402.00 per month and letting agent fees were £66.00 per month. In addition, income tax was £140.00 per month and insurance £20.00 per month. There were also other recurring costs for a gas safety certificate of £95.00 per year, Legionella testing of £60.00 every two years and an EICR costing £225.00 every five years.

17. In response to a further query from the Tribunal Mr Troy confirmed that following the Respondent's submission to the Tribunal a contractor had been instructed to attend to the repairs required at the property although the Applicant did not wish to install a new boiler as they wished to sell the property.
18. The Tribunal ascertained from the Respondent that the local authority still did not have any three-bedroom properties available in the areas she would move to. The Respondent explained that her 15-year -old son had been the subject of bullying and nearly lost his life in an incident last year. Because of this there were certain areas that the family could not move to. The Respondent said that she had a social worker involved. She confirmed she wished to remain in the property and that she would be able to clear the arrears and could make payment at the rate of £150.00 per month.
19. In response to a further query from the Tribunal Mr Troy explained that as the rent was received from Universal credit every four weeks it was shown as £506.00 but that this roughly equated to the actual rent of £550.00 per month. The Tribunal noted that the payments received from Universal Credit appeared to be £549.25 and that in addition the Respondent was paying about a further £100.00 per month. It therefore appeared to the Tribunal that the Applicant's claim that it would take six years to clear the arrears was incorrect and it would instead take about eighteen months or less. Mr Troy confirmed this was correct and he had informed the Applicant of this.
20. Mr Troy submitted that if the application was refused then the Applicant would have to increase the rent to the market value which was around £750.00 for a three-bedroom property and he doubted the Respondent could afford this. The Tribunal queried if the Applicant could increase rent above 12% and Mr Troy thought that this applied to Private Residential Tenancies and not Short Assured Tenancies.

### **Findings in Fact**

21. The property is owned by the Applicant Mrs Sarah Addison.

22. The Respondent entered into a Short Assured Tenancy in which the Landlord is said to be PLPO Limited, 80 High Street Johnstone PA5 8SP.
23. The Respondent was in arrears of rent amounting to £2576.03 at the date of service of a Notice to Quit and Form AT6 on 15 January 2024.
24. The Respondent's arrears arose principally as a result of her housing benefit being stopped.
25. Since moving to Universal Credit, the Respondent's housing allowance has been reinstated but not backdated and her rent is being paid in full.
26. The Respondent was sent pre-action requirement letters by the applicant's representatives by emails dated 22 August, 19 September, 17 October and 21 November 2023.
27. The Applicant's representatives sent a Section 11 Notice to Renfrewshire Council by email dated 9 February 2024.
28. The Respondent is making additional weekly payments of rent of about £25.00 to reduce the rent arrears.
29. The Applicant wishes to sell the property.
30. The Applicant has granted a Standard Security over the property in favour of the Bank of Scotland.
31. The Respondent has applied for local authority housing but has been told that there are no three-bedroom properties available in the areas she would move to.
32. The Respondent has three children aged 2, 9 and 15 living with her.

### **Reasons for Decision**

33. The Tribunal was satisfied that the parties entered into a Short-Assured Tenancy that commenced on 16 July 2016 and endured for a period of six months and then continued from month to month thereafter until either party gave the other two months written notice. Somewhat unusually the owner of the property, Mrs Sarah Addison arranged for her brother's company PLPO Ltd to act as Landlord rather than herself.
34. The Respondent maintained rental payments until August 2023 when for some reason her Housing Benefit payments stopped. According to the Respondent this was due to her moving on to Universal Credit and it took several months for the housing element to be reinstated. There was also a payment made to her previous bank that was retained by it to clear her overdraft. All of this resulted in a period of about five months during which no rent was paid. In

January 2024 the Respondent's benefit payments resumed and her rent has been paid in full since that date. In addition, the Respondent has paid a further £780.00 towards the arrears thus reducing the amount currently due to £1770.12. The Respondent intends to maintain or increase the amount she pays towards the arrears.

35. The Tribunal was satisfied from the Respondent's oral submissions that there were no local authority properties available to her in the areas that she felt would be safe for her and her family. Although the Respondent did not go into any significant detail as regards the incident that had left her son with a life-threatening injury the Tribunal had no reason to doubt that this was indeed the case. Although the Respondent raised concerns about the condition of the property and the repairs required it was apparent that the Respondent wished to remain in the property and the Tribunal was satisfied from the representations made by Mr Troy that steps were now being taken by the Applicant to address the issues raised by the Respondent. As an experienced landlord and with the advantage of employing letting agents to manage the property the Applicant will of course be aware of their responsibilities to ensure that the property meets the repairing standard and the consequences for failing to do so.
36. The Tribunal was disappointed that despite issuing oral directions at the CMD on 17 October 2024 the Applicant did not provide the specific details requested. From the information provided at the CMD by Mr Troy regarding the outgoings over the property it appeared that these totalled about £639.50 per month after taking all of the expenses mentioned by Mr Troy into account. Against this allowing for the additional payments being made by the Respondent the Applicant was receiving some £650.00 per month. It was therefore difficult for the Tribunal to accept Mrs Addison's submission in her statement which clearly were inaccurate. Nevertheless, the Tribunal accepted that Mrs Addison no longer wished to retain her portfolio of properties and accepted that it was her intention to sell the property.
37. Mr Troy indicated that if the order for possession was not granted the Applicant would seek to increase the rent for the property and that the market value for the property was around £800.00 per month. He doubted the Respondent could afford such an increase. Whilst that may be an issue in the future the Tribunal did not consider it should take this into account as there may be restrictions on the amount of any increase that could be imposed and it may also be the case that the Respondent would be eligible for increased benefit payments.
38. The Tribunal was satisfied that it had sufficient information before it to allow it to make a decision without the need for a hearing. Neither party took issue with the other party's representations of the facts apart from the time it might take to clear the debt. The only issue for the Tribunal to decide was whether in the circumstances it would be reasonable to grant an order for possession. In reaching its decision the Tribunal considered the circumstances of both parties. It took account of the opportunity given in particular to the Applicant to provide a clear picture of their circumstances and the limited information that they

subsequently provided. It took account of the determined effort that has been made by the Respondent to reduce the rent arrears and her intention to clear the arrears completely as quickly as she can. It also took account of the fact that the local authority is unable to provide the Respondent with suitable three-bedroom accommodation at this time. Therefore, whilst acknowledging that the Applicant wishes to divest themselves of their portfolio of properties in preparation for retiral and because being a landlord has become more stressful and less profitable due to increased mortgage costs the Tribunal is nonetheless not satisfied that it would be reasonable in the circumstances to grant the order sought.

### **Decision**

39. The application is refused.

### **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 Harding

**Graham Harding**  
**Legal Member/Chair**

**22 January 2025**  
**Date**