



**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/24/3635**

**Re: Property at 7 French St, Renfrew, PA4 8DG (“the Property”)**

**Parties:**

**Mr Alan Sneddon, 9 St Andrews Road, Renfrew, PA4 0SN (“the Applicant”)**

**Mr James Haldane, 7 French St, Renfrew, PA4 8DG (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member) and Frances Wood (Ordinary Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the provisions of ground 12 of schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) had been met and it would be reasonable to make an eviction order on account of the facts in this case.

The Tribunal therefore made an eviction order under section 51 of the 2016 Act.

**Background**

- 1 This is an application for an eviction order under Rule 109 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 and section 51 of the 2016 Act. The Applicant relied upon ground 12 of schedule 3 of the 2016 Act, stating that the Respondent had accrued rent arrears.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 10 June 2025. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers on 26 March 2025.

- 3 Both parties were invited to make written representations in advance of the CMD. On 3 June 2025 the Applicant emailed an updated rent statement to the Tribunal. The Tribunal received no representations from the Respondent.

### **The CMD**

- 4 The CMD took place by teleconference on 10 June 2025 at 10am. The Applicant joined the call. The Respondent was not in attendance. The Tribunal delayed the start time of the CMD for a short period before determining to proceed in his absence, having been satisfied that he had been given proper notice of the CMD under Rule 17(2) of the Rules.
- 5 The Tribunal had the following documents before it:-
- (i) Form E application form;
  - (ii) Title sheet REN76771 confirming the Applicant's ownership of the property;
  - (iii) Excerpt from the online landlord register confirming the Applicant's landlord registration;
  - (iv) Private residential tenancy agreement between the parties;
  - (v) Notice to leave and proof of delivery to the Respondent by email;
  - (vi) Notice under section 11 of the Homelessness etc (Scotland) Act 2003 to Renfrewshire Council and proof of delivery by email;
  - (vii) Rent statements; and
  - (viii) Copy correspondence from the Applicant to the Respondent in accordance with the rent arrears pre-action protocol.
- 6 The Tribunal heard submissions from the Applicant on the application. The following is a summary of the key elements of his submissions and does not constitute a verbatim account of the proceedings.
- 7 The Applicant narrated the background to the application. The Respondent moved into the property in 2020. He was constantly late with his rent. From December 2022 he was paying less than the contractual rent, or not paying at all. The Applicant had challenged him on this in April 2023, having noted that the Respondent appeared to be going on expensive holidays. The Applicant had agreed payment plans with the Respondent, which the Respondent had broken. The Respondent had paid no rent whatsoever since 7 June 2024. The Applicant explained that he had 18 rental properties. The situation with the Respondent's tenancy had caused him stress. He had a mortgage over the property and had ongoing maintenance costs. He had to find money from the other properties in his portfolio to pay the mortgage for this property.
- 8 The Applicant outlined other issues he had faced when dealing with the Respondent. The relationship between the parties had broken down considerably. The Respondent was refusing to allow the Applicant access to the property to complete safety checks and inspections. The Respondent had threatened to call the police on the Applicant. Neighbours had indicated that the Respondent was only occupying the property on a part-time basis. The

Respondent had stopped putting gas and electricity into the meter, which was affecting the smoke alarms and causing the occasional disturbances. The Applicant had received complaints from neighbours because of this. The Respondent resided in the property alone. He appeared to be around 40 years old. He ran his own café in the local area. He had a son, but his son did not live with him.

- 9 The Applicant confirmed that he had increased the rent for the property from £495 per month to £850 per month in October 2024. A rent increase notice had been sent to the Respondent in June 2024 notifying him of this. The Tribunal commented that the rent increase was significant. The Applicant explained that it brought the rent in line with the market value for properties in the area. The Applicant had other rental properties on the same street and the rent for those properties reflected that figure. The Applicant explained that he would probably not have increased the rent so significantly if the Respondent had been making payments.
- 10 The Tribunal adjourned the CMD to deliberate, at which point the Applicant left the call, before resuming the proceedings and confirming the outcome.

### **Findings in fact**

- 11 The Applicant and Respondent entered into a tenancy agreement in respect of the property, which commenced on 2 September 2020.
- 12 The tenancy between the parties was a private residential tenancy as defined by section 1 of the 2016 Act.
- 13 In terms of Clause 7 of the said tenancy agreement the Respondent undertook to pay rent of £495 per calendar month.
- 14 The Applicant sent the Respondent a notice by email in June 2024 intimating that the rent would increase to £850 per calendar month from 2 October 2024.
- 15 On 2 June 2024 the Applicant sent a notice to leave to the Respondent by email. The Respondent had previously consented to the delivery of notices by email under Clause 4 of the said tenancy agreement.
- 16 The notice to leave included ground 12 and stated that an application would not be made to the Tribunal before 6 July 2024.
- 17 On 7 August 2024 the Applicant sent a notice under section 11 of the Homelessness etc (Scotland) Act 2003 to Renfrewshire Council by email.
- 18 The Respondent last paid rent on 7 June 2024. The Respondent's payments prior to that had been sporadic and inconsistent.
- 19 As at the date of this decision, rent arrears in the sum of £9965 have accrued.

- 20 The arrears are not known to be due to any failure or delay in the payment of a relevant benefit.
- 21 The Applicant has written to the Respondent regarding the arrears. The Applicant has provided the Respondent with information regarding his rental obligations, has offered to enter into payment plans, and has directed the Respondent to agencies for advice and support.
- 22 The Applicant has agreed payment plans with the Respondent. The Respondent has failed to adhere to said plans.
- 23 The Respondent refuses to engage with the Applicant regarding his tenancy. The Respondent has denied the Applicant access to the property in breach of the Respondent's obligations under the said tenancy agreement.
- 24 The Respondent is around 40 years old. The Respondent is self-employed and runs a café.
- 25 The Respondent resides in the property alone.
- 26 The Applicant has received complaints from neighbours regarding the Respondent's conduct of the tenancy.
- 27 The Applicant has suffered stress because of the rent arrears and the Respondent's conduct.

### **Reasons for decision**

- 28 The Tribunal was satisfied it had sufficient information before it to make relevant findings in fact and reach a decision on the application having regard to the application paperwork and the submissions heard at the CMD. In terms of Rule 17(4) and Rule 18(1) of the Rules the Tribunal determined that it could make a decision at the CMD as there were no issues to be resolved that would require a hearing and the Tribunal was satisfied that to make a decision would not be contrary to the interests of the parties. The Tribunal had provided the Respondent with the opportunity to make written representations and attend the CMD but he had chosen not to do so.
- 29 Based on the application paperwork the Tribunal was satisfied that the tenancy between the parties was a private residential tenancy, and that the Respondent had been given a notice to leave that complied with the provisions of the 2016 Act. The Tribunal was also satisfied that the Applicant had given the local authority notice under section 11 of the Homelessness etc (Scotland) Act 2003 at the time of making this application. The Tribunal therefore considered whether ground 12 of schedule 3 of the 2016 Act had been met in this case.

30 The Tribunal considered the wording of ground 12:-

*“12 (1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.*

*(2). . . . .*

*(3) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if—*

*(a) for three or more consecutive months the tenant has been in arrears of rent, and*

*(b) the Tribunal is satisfied that it is reasonable on account of that fact to issue an eviction order.*

*(4) In deciding under sub-paragraph (3) whether it is reasonable to issue an eviction order, the Tribunal is to consider—*

*(a) whether the tenant's being in arrears of rent over the period in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, and*

*(b) the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers in regulations.*

*(5) For the purposes of this paragraph—*

*(a) references to a relevant benefit are to—*

*(i) a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),*

*(ii) a payment on account awarded under regulation 91 of those Regulations,*

*(iii) universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,*

*(iv) sums payable by virtue of section 73 of the Education (Scotland) Act 1980,*

*(b) references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.*

*(6) Regulations under sub-paragraph (4)(b) may make provision about—*

*(a) information which should be provided by a landlord to a tenant (including information about the terms of the tenancy, rent arrears and any other outstanding financial obligation under the tenancy),*

*(b) steps which should be taken by a landlord with a view to seeking to agree arrangements with a tenant for payment of future rent, rent arrears and any other outstanding financial obligation under the tenancy,*

*(c) such other matters as the Scottish Ministers consider appropriate.”*

- 31 The Tribunal accepted based on the rent statements produced by the Applicant that the Respondent had been in arrears for three or more consecutive months. The statements showed that the arrears had first began to accrue back in January 2023 and there was no contradictory evidence before the Tribunal. Whilst the Tribunal had not had sight of the rent increase notice sent to the Respondent in June 2024, the Tribunal accepted the Applicant's submissions on this point as fact. He was clearly an experienced landlord, and the Tribunal had no reason to doubt his position on this matter. He had provided a credible explanation as to why the rent had been increased to £850 per month, namely to bring the rent for the property in line with others in the area.
- 32 The Tribunal therefore went on to consider whether it was reasonable to make an eviction order on account of the rent arrears in this case.
- 33 The Tribunal gave significant weight to the extent of the Respondent's breach of his rental obligations. Payment of rent is a fundamental obligation of any tenancy. The Respondent had repeatedly failed to pay his rent consistently in accordance with the terms of the tenancy over a prolonged period, and had stopped paying completely in June 2024. The arrears were now significant. The Tribunal also took into account the impact of the arrears on the Applicant. The Tribunal accepted that the situation had caused him stress. He was upfront and frank in his submissions to the Tribunal on this point.
- 34 The Tribunal carefully considered the Respondent's circumstances. The information the Tribunal had about the Respondent was limited as he had chosen not to participate in the proceedings. However, the Tribunal was content to accept the submissions from the Applicant on this point, which were clear and consistent. There were no children in the property who would be at risk of homelessness. There was no evidence to suggest that the arrears were due to any failure or delay in payment of relevant benefits, to which the Respondent may be entitled, and he appeared to be in receipt of an income from his self-employment. There appeared to be no reasonable explanation as to why he had stopped paying rent. The Tribunal also took into account the fact that the Applicant had attempted to engage with the Respondent in accordance with the rent arrears pre-action protocol, and had offered to enter into payment plans. Despite the Applicant's efforts, the Respondent had failed to take steps to address the arrears and had refused to engage any further on the issue. Furthermore, it appeared that he was in breach of a number of his tenancy obligations in addition to his failure to pay rent.
- 35 Accordingly, having considered the above factors as relevant to the issue of reasonableness, the Tribunal determined that the balance weighed in favour of making an eviction order in this case.
- 36 The decision of the Tribunal was unanimous.

## **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.

# Ruth O'Hare

10 June 2025

---

Legal Member/Chair

---

Date