



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 33 of the Housing (Scotland)
Act 1988**

Chamber Ref: FTS/HPC/EV/24/4149

Re: Property at Flat 1/1, 210 Main Road, Elderslie, PA5 9EP (“the Property”)

Parties:

Mr Surjit Singh, 11 Barnhill Drive, Newton Mearns, Glasgow, G77 5FY (“the Applicant”)

Mr Finlay Shand, Flat 1/1, 210 Main Road, Elderslie, PA5 9EP (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it should grant an order for recovery of possession.

Background

1. An application was received under rule 66 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking recovery of possession of the property under a short assured tenancy granted by the Applicants to the Respondents.
2. The application contained :-

- a. A copy of the tenancy agreement,
 - b. a copy of the AT5,
 - c. a copy of the Section 33 Notice,
 - d. a copy of the Notice to Quit,
 - e. evidence of service,
 - f. Section 11 Notice, and
3. The case called for a case management discussion on 19 June 2025. The Applicant's letting agent, Miss Fernando from Emmerson Homes appeared. There was no appearance by the Respondent. The application had been served by sheriff officers on 1 April 2025. As the respondent had received notice of the case management discussion the tribunal was prepared to proceed in his absence.

Case Management Discussion

4. The Applicant's agent confirmed that she sought an order for eviction. There was a short assured tenancy. She had served notice to quit and a section 33 notice. The tenant remains in the property. The tenant has had rent arrears since 2021. As at the date of the application in September 2024 the tenant owed the landlord £2,300; and as of 5 June 2025, the arrears were £3,050.00. The letting agent had sent pre action requirement letters to the tenant. A section 11 notice was sent to the local authority. The rent had increased on June 2024 to £400 and there was to be another rent increase in June 2025 to £450.
5. The agent advised that the landlord would allow the tenant to remain in the property if he paid off the arrears; however, as at today's date he had not done so. The tenant had recently retired. He had advised the landlord had he had received a lump sum payment as part of his pension; he had been encouraged to use some of it to pay the arrears. To date, he had not done so.
6. He had been paying most of the rent, but the main issue was the payment of the arrears. The agents were unaware of any benefit issues affecting the

tenant. The agents had tried to call, email and text the respondent to discuss the arrears. There had been a limited response to their efforts. He will tell the agents that he will repay the arrears but then does not do so. He advised that he was confused as to how the arrears had arisen, the agent had provided advice and pre-action letters. They had explained how the arrears had accrued.

7. The landlord has nine other properties. If the order is not granted, it will impact on the landlord as it would mean a loss of income and may impact on mortgage payments he owes.
8. The respondent has leased the house for a number of years. He had previously paid the landlord direct, and it may have been a rather informal arrangement, but the arrears started to become apparent when the letting agent took over the letting arrangements for the landlord.
9. The letting agent advised that she thought there was limited available accommodation in the local area, but the local council would be able to advise to assist the respondent if the order were granted.
10. She advised that the respondent was still in the house. He had paid a sum towards the rent on 15 June of £150 only. He had visited the letting agent's office a few months ago this was the last contact with them. He has been advised that the order would not be sought if he repaid the arrears. The landlord has had direct contact with the respondent very recently and he had encouraged him to repay the arrears.
11. She understood that the respondent resided in the property alone. He was a single male in his 60s. She did not think that he had any dependents living with him.

Findings in Fact

12. We found the following facts established:-

13. That there was in place a short assured tenancy between the Applicant and the Respondent in respect of the Property.
14. The property is 1/1, 210 Main Road, Elderslie.
15. The landlord is Sujit Singh
16. The tenant is Finlay Shand.
17. The tenancy commenced on 9 October 2017 until 8 April 2018. The initial term being six months. Clause 2.3 of the tenancy agreement confirmed that if no notice is given to end the agreement on the end date, then the agreement will continue monthly until terminated by either party giving no less than two months written notice to the other party. An AT5 form was given to the tenant on 9 October 2017. The tenant signed the notice acknowledging receipt on that same date.
18. Clause three provides the monthly rent is to be paid by the tenant in advance. As of 9th October 2017, the monthly rent was £320 per month. The rent increased to £400 per month on June 2024.
19. The notice to leave was dated 8 December 2023 and asked the tenant to leave the property on 8 March 2024. A section 33 notice was dated 8 December 2023 and asked the tenant to leave the property on 8 March 2024. There was evidence of service of the notice to leave and section 33 notice. The notice to leave terminated the contractual tenancy on the ish date.
20. The tenant remains in the property.
21. The tenant has been in continuous rent arrears since 2021. As at the date of the application in September 2024 the tenant owed the landlord £2, 300; as of

5 June 2025, the arrears were £3,050, and as of 19 June 2025 the tenant owes the landlord £2,900.

22. Pre action requirement letters have been sent to the tenant.

23. A section 11 notice has been sent to the local authority

Reasons for Decision

24. Section 33 of the 1988 Act requires the tribunal to grant an order for possession under a short assured tenancy where: the tenancy has reached its term; tacit relocation is not operating; the landlord has given notice to the tenant that they require possession of the house; and where it is reasonable to do so.

25. We were satisfied that a short assured tenancy had been created. We were satisfied with the terms of the section 33 notice and the notice to quit. We were also satisfied that these notices had been served on the Respondents. We also noted that a section 11 notice has been sent to the local authority. We found therefore that the tenancy has reached its term; tacit relocation is not operating; and the landlord had given notice to the tenant that they required possession of the house.

26. Having regard to the question of reasonableness, the Respondent did not appear.

27. We have placed weight on the following factors in determining this issue:-
There had been rent arrears on the account since 2021. The letting agent and landlord have attempted to contact the respondent to make arrangements for the repayment of the rent arrears. While there had been some contact with the respondent, it had not led to the arrears being addressed by him. It appeared that the letting agent and landlord had acted reasonably in trying to get matters addressed. The arrears had been increasing since 2021. It appeared that the

respondent was not prepared to repay the arrears despite encouragement to do so. There was no obvious reason why he could not pay them. We place weight on the fact that the arrears have been increasing for over 4 years as a reason for granting the order.

28. We have little information about the respondent's circumstances. We understand that he is a single male in his 60s, who has now retired and has received his pension. We are not aware of any dependents in the property or any vulnerabilities affecting the respondent. We find this factor to be neutral in our assessment.

29. We were advised that the landlord will suffer some financial detriment if the arrears are not recovered. We accept this and place some weight on this factor as a reason for granting the order.

30. Balancing the information before us, we consider that there are more factors which support the application for eviction being granted. We think that the landlord has acted reasonably in trying to recover the arrears, We find that there is no evidence that the respondent will repay the arrears, and there is no information as to why he cannot enter into any repayment arrangement. We consider that the conduct of the respondent has been unreasonable and accordingly, we consider that it would be reasonable to grant an order for eviction.

31. We would confirm that we are satisfied that all of the requirements of section 33 had been met and that it would be reasonable to grant an order for eviction under section 33 of the Housing (Scotland) Act 1988.

Decision

32. We grant an order in favour of the Applicant against the Respondents for recovery of possession of the property.

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.

M.Barbour

19th June 2025

Legal Member/Chair

Date