



**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/24/4831

Re: Property at 65 Levern Bridge Road, Glasgow, G53 7AB (“the Property”)

Parties:

**Mrs Khairnissa Chaudhry, Mr Mohammed Chaudhry, The Mount,
Wythenshawe Road, Manchester, M23 0PD (“the Applicant”)**

**Mr Shahid Saleeem, Shamshad Bibi, 65 Levern Bridge Road, Glasgow, G53
7AB (“the Respondent”)**

Tribunal Members:

Ruth O'Hare (Legal Member) and Mary Lyden (Ordinary Member)

Decision

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 Applicants relied upon ground 12 of schedule 3 of the 2016 Act, stating that the Respondents had accrued rent arrears.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 20 June 2025 at 2pm. 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 Respondents by sheriff officers on 2 April 2025.

- 3 Both parties were invited to make written representations in advance of the CMD.
- 4 On 19 June 2025 at approximately 2.30pm the Tribunal received an email from the Respondents requesting a postponement of the CMD on the basis that they had flown to Pakistan on the 11 June and would not be back until 9 July. They had travelled to visit a family member who had fallen ill. The Respondents themselves had experienced health issues. The Respondents provided a screenshot of a flight booking. Given the lateness of the request, the Tribunal responded to parties to confirm that the postponement request would be considered at the CMD, which would proceed as scheduled.

The CMD

- 5 The CMD took place by teleconference on 20 June 2025 at 2pm. The Applicants joined the call. The Respondents were not in attendance. A third party also joined the call. He advised that the Respondents had asked him to attend in their absence. He was not authorised to represent the Respondents. The Tribunal therefore confirmed that he could remain on the call as an observer, but would not be permitted to participate in the CMD.
- 6 The Tribunal had the following documents before it:-
 - (i) Form E application form dated 16 October 2024;
 - (ii) Title sheet GLA172928 confirming the Applicants' ownership of the property;
 - (iii) Excerpt from the online landlord register confirming the Applicants' landlord registration;
 - (iv) Private residential tenancy agreement between the parties;
 - (v) Notice to leave and proof of delivery to the Respondents by sheriff officers;
 - (vi) Notice under section 11 of the Homelessness etc (Scotland) Act 2003 to Glasgow City Council and proof of delivery by email;
 - (vii) Rent statement; and
 - (viii) The Respondents' postponement request.
- 7 As a preliminary matter, the Tribunal considered the Respondents' request for a postponement. The Tribunal asked the Applicants for their submissions on the request. The Applicants opposed any further delay. They believed the Respondents had no intention of paying rent. The postponement request was a tactic to delay matters further. The Applicants noted that the Respondents purportedly flew to India on the 11th June, but had only brought this to the attention of the Tribunal the day prior to the CMD. The rent arrears now stood at £28,000. The Applicants were at breaking point. They were suffering financially, and had to take on additional work. The Respondents clearly had funds to fly abroad. The relationship between the parties had broken down and the Respondents were no longer allowing access for repairs and maintenance. The Applicants believed that there were other unauthorised occupiers residing

at the property. The Applicants had previously submitted an application for an eviction order in 2024, but this did not proceed due to procedural issues.

- 8 The Tribunal carefully considered whether to postpone the CMD. The Tribunal took into account the fact that the application had been submitted in October 2024. The Applicants had therefore waited 8 months for the CMD to take place. The Tribunal noted that the flight booking details provided by the Respondents only appeared to be in the name of Shamshad Bibi, along with a third party. It was therefore unclear as to why Mr Shahid Saleem could not attend. The Respondents had evidently been able to communicate with a third party to ask them to attend the CMD. The Tribunal did not therefore understand why the Respondents themselves were therefore unable to join the call, even if they were abroad. The Respondents in their postponement request sought further time to consult a solicitor. However, the application papers were served upon them on 2 April 2025, more than two months prior to the CMD. They had been given ample time to seek legal advice and provide a full response to the application. The Applicants appeared to be facing significant rent arrears. Accordingly, having balanced the competing interests of the parties in this case, the Tribunal determined that it would significantly prejudice the Applicants if the CMD were postponed. The Tribunal therefore refused the Respondents' postponement request and determined to proceed with the CMD in their absence.
- 9 The Tribunal heard submissions from the Applicants on the application. The following is a summary of the key elements of the submissions and does not constitute a verbatim account of the proceedings.
- 10 The Applicants explained that the arrears now stood at £28,100. No rent had been paid since January 2024. The Respondents had paid six months rent upfront when the tenancy first commenced. Their payments then became sporadic and inconsistent. The Respondents had given no reasonable explanation as to why the rent was unpaid. They did mention some repairs that were required, but never said they were withholding rent. They had never sought to make an application to the Tribunal for a repairing standard enforcement order. The Applicants had arranged for contractors to attend the property but the Respondents had refused to let them in. The Applicants believed the repairs were a tactic to avoid the obligation to pay rent. The Respondents had mentioned that their businesses were not doing well, but had failed to provide any evidence of this. They had frequently told the Applicants that the rent would be paid, they were just waiting for money. On one occasion they stated that their son was getting married. On another occasion, they stated that they had used money to go abroad. The Respondents had refused to enter into a payment plan. They simply made excuses for not paying the rent. There were no known health issues or vulnerabilities. The Respondents were no longer communicating with the Applicants. They did not answer calls. They had behaved aggressively when the Applicants and contractors attended the property. The Applicants had tried everything to get through to the Respondents. They had used third parties to try and contact them, to no avail. The Applicants confirmed that the property was a four bedroom house. It was newly built when the Respondents moved in. It now looked derelict. The garage

windows had been duct taped. The Applicants believed there were unauthorised occupiers living there.

- 11 In response to questions from the Tribunal, the Applicants confirmed that they understood the Respondents were in their 40s. They had two children residing in the property with them, and an adult son. The Applicants believed that the children were now over the age of 18. The Applicants confirmed that the property had a mortgage on a variable rate. The Applicants were struggling financially. They had two rental properties, one of which was on the verge of being repossessed. All of their money had gone into paying the mortgage for this property. They had spent around £30,000 to date. Mr Chaudry was working two jobs to make ends meet. Mrs Chaudry was employed as an interpreter. They had four children under the age of 18. Their lives were on hold. The situation was causing them significant stress.
- 12 The Tribunal adjourned the CMD to deliberate, at which point the Applicants and the observer left the call, before resuming the proceedings and confirming the outcome.

Findings in fact

- 13 The Applicants are the registered owners of the property. The Applicants are registered landlords.
- 14 The Applicants are the landlords, and the Respondents are the tenants, of the property in terms of a private residential tenancy agreement which commenced on 24 May 2021.
- 15 In terms of Clause 8 of the said tenancy agreement the Respondents undertook to pay rent of £1300 per calendar month.
- 16 The Applicants delivered a notice to leave to the Respondents by sheriff officers on 3 September 2024. The notice to leave included ground 12 and stated that an application would not be made to the Tribunal before 2 October 2024.
- 17 The Applicants have sent a notice under section 11 of the Homelessness etc (Scotland) Act 2003 to Glasgow City Council by email.
- 18 The Respondents last paid rent in January 2024. The Respondents' payments prior to that had been sporadic and inconsistent.
- 19 As at the date of this decision, rent arrears in the sum of £28,100 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 Applicants have contacted the Respondents regarding the arrears. The Applicants have provided the Respondents with information regarding their rental obligations, and have offered to enter into payment plans.
- 22 The Applicants have a mortgage over the property. The Applicants have spent around £30,000 on mortgage payments as a result of the Respondents' failure to pay rent.
- 23 The Applicants are struggling financially. The Applicants have had to take on additional work to meet their financial obligations.
- 24 The relationship between the parties has broken down. The Respondents refuse to communicate with the Applicants. The Respondents refuse to allow access to the property to the Applicants and their contractors.
- 25 The Respondents have no known health issues or vulnerabilities.

Reasons for decision

- 26 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.
- 27 Based on the application paperwork the Tribunal was satisfied that the tenancy between the parties was a private residential tenancy, and that the Respondents had been given a notice to leave that complied with the provisions of the 2016 Act. The Tribunal was also satisfied that the Applicants 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 was met in this case.
- 28 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.”

- 29 The Tribunal accepted based on the rent statement produced by the Applicants that the Respondents have been in arrears for three or more consecutive months. The statement showed that the arrears had first began to accrue back in April 2023 and there was no contradictory evidence before the Tribunal.
- 30 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.
- 31 The Tribunal gave most weight to the extent of the Respondents' breach of their rental obligations. Payment of rent is a fundamental obligation of any tenancy. The Respondents had repeatedly failed to pay rent consistently in accordance with the terms of the tenancy over a prolonged period, and had

stopped paying completely in February 2024. The arrears were now significant. The Tribunal also took into account the impact of the arrears on the Applicants. It was clear from their submissions at the CMD that the tenancy was causing them significant stress. They were having to take on additional jobs in order to meet the mortgage payments for the property. They had a young family. The Tribunal could understand why the situation was now untenable.

- 32 The Tribunal carefully considered the Respondents' circumstances. The information the Tribunal had about the Respondents was limited as they had chosen not to participate in the proceedings. However, the Tribunal was content to accept the submissions from the Applicants on this point, which were clear and consistent. There was no evidence to suggest that the arrears were due to any failure or delay in payment of relevant benefits, to which the Respondents may be entitled, and it appeared they had access to funds based on their recent overseas travel. There appeared to be no reasonable explanation as to why they had stopped paying rent. They had made brief mention of repairs in their postponement request but had provided no evidence of this, and there was no suggestion that they had taken any formal action in terms of withholding rent or submitting an application to the Tribunal for a repairing standard enforcement order. Furthermore, the Tribunal accepted that the Respondents had refused access to contractors who were sent out to remedy any disrepair, therefore reinforcing the Applicants' belief that this was simply a delaying tactic on the Respondents' part.
- 33 The Tribunal also took into account the fact that the Applicants had attempted to engage with the Respondents in accordance with the rent arrears pre-action protocol, and had offered to enter into payment plans. Despite the Applicants' efforts, the Respondents had failed to take steps to address the arrears and had refused to engage any further on the issue.
- 34 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.
- 35 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.

30 June 2025

Legal Member/Chair

Date