

Housing and Property Chamber
First-tier Tribunal for Scotland



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 51(1) of the Private Housing
(Tenancies) (Scotland) Act 2016**

Chamber Ref: FTS/HPC/EV/25/0676

Re: Property at Flat 3/4, 230 Duke Street, Glasgow, G31 1JE (“the Property”)

Parties:

Home Group Limited, 1 Strawberry Cove, Newcastle Upon Tyne, NE1 4BX (“the Applicant”)

Mr John McCrate, Flat 3/4, 230 Duke Street, Glasgow, G31 1JE (“the Respondent”)

Tribunal Members:

Valerie Bremner (Legal Member) and Mary Lyden (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order be granted in favour of the Applicant and against the Respondent in terms of Ground 12 of Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 in that for three or more consecutive months the rent has been in arrears and the Tribunal is satisfied on account of that fact that an eviction order should be granted.

Background

1.This application for an eviction order in terms of Rule 109 of the Tribunal rules of procedure was first lodged with the Tribunal on 17th February 2025 along with a related application for a payment order with reference FTS/HPC/CV/25/0678 and accepted by the Tribunal on 18th March 2025.A case management discussion was fixed for 9th July 2025 at 10am.

Case Management Discussion

2.The Applicant did not attend the case management discussion but was represented by Ms Callaghan of TC Young Solicitors. There was no appearance by or on behalf of the Respondent. The Tribunal had sight of an execution of service of both of the applications, supporting papers and the date of the case management discussion on the Respondent by Sheriff Officers putting these through the letterbox at the property on 1st May 2025.The Tribunal was satisfied that the Respondent had received fair notice of the Applications and the date of the case management discussion and that it was appropriate to proceed in his absence.

3.The Tribunal had sight of both of the applications, a tenancy agreement, a paper apart, a Notice to Leave and execution of service, a notice in terms of section 11 of the Homelessness etc (Scotland) Act 2003, an email sending this to the local authority, pre action protocol letters and e mails, a rent increase letter from the landlord, tenancy rent statements, and for the related case a request to increase the sum being sought by way of a payment order and an up to date rent statement.

4.The parties had entered into a tenancy agreement at the property with effect from 13th December 2023.The monthly rent payable in terms of the tenancy was £704.46 payable in advance and this was increased to £755.73 with effect from 1st August 2024, a change that was intimated to the Respondent more than three month before that date.

5.Problems arose with rent payments being made early in the tenancy and the first rent payment was not received until February 2024.Ms Callaghan explained that the current arrears at the date of the case management discussion had reached £11734.44. The last rent payment had been made in May 2024, and nothing had been paid for 15 months.

6.Ms Callaghan advised that the Applicant was a mid-market rent landlord with just under 700 properties in its portfolio and required rent payments to fund maintenance of the rented properties and to fund further provision of property. The Applicant's rental property was aimed at potential tenants who were in work. The level of rent arrears accrued in this tenancy was one of the highest the landlord was dealing with, and the housing team have had to spend time chasing payment .

7.At the time the tenancy was agreed the Respondent was understood to be a technician earning around £36000 per year and not in receipt of benefits. He was known to have a son aged 9 but it was not known if his son stayed with him full time. The property has 2 bedrooms. Ms Callaghan referred to a diary entry from the landlord's tenancy records indicating that in July 2024 the Respondent was still working and he had not intimated a change of circumstances or that he was in receipt of benefit.

8.The rent arrears had been the subject of letters sent to the Respondent some of which signposted him to sources of assistance if he was having financial difficulties.

9.The Respondent had initially engaged with the Applicant's attempts to discuss the arrears, but payment had not been forthcoming. A repayment arrangement of £150 per month had been agreed in addition to the monthly rent as far back as May 2024 but after the first payment of £150 nothing was received. In December 2024 the

Respondent had proposed a repayment arrangement of £1000 per month to include the monthly rent and £245 each month toward the arrears. No payments were received in terms of that arrangement. At the time a Notice to Leave was served the rent arrears were £4932.87 and as of 1st of June 2025 the rent arrears accrued were £10978.71.

10.The Applicant's team were in monthly contact with the Respondent regarding the rent arrears. He had given notice that he would leave the property, and it was understood he would vacate by 31st May 2025, but he did not vacate the property and different leaving dates were given by him 4 times, but the Tribunal was advised that he has not left and is still in occupation. Given the different reasons given for the change in the dates when he would vacate the property which included issues with a van, a bereavement and a change in circumstances the Applicant considers that he does not intend to leave at this time. Given the continued occupation of the property Ms Callaghan submitted that the eviction application was necessary.

11.The Tribunal Ordinary Member queried an apparent payment on the rent statement from April 2024 which appeared to suggest that it came from housing benefit. Ms Callaghan made enquiries regarding this payment and advised that this was wrongly entered and in fact related to a deposit paid by the Respondent which was currently held by a tenancy deposit scheme. Ms Callaghan indicated that no rent had ever been paid by Housing benefit.

12.The Tribunal considered that it had sufficient information upon which to make a decision and that the proceedings had been fair.

Findings in Fact

13.The parties entered into a tenancy agreement at the property with effect from 13th December 2023.

14.The monthly rent payable in terms of the tenancy agreement was initially £704.46 payable monthly in advance but this was increased from 1st August 2024 to £755.73 per month, 3 months' notice having been given of the increase.

15.Rent arrears continued to accrue and by November 2024 the arrears had reached £4932.87.

16.A Notice to Leave dated 5th November 2024 was served on the Respondent by Sheriff officer on the same date and this indicated that the eviction Ground being relied on was Ground 12 and that no application would be made to the Tribunal for an eviction order before 4th December 2024.

17.A Notice in terms of Section 11 of the Homelessness etc (Scotland) Act 2003 was sent to the local authority in relation to this application on 18th December 2024.

18.The Landlord 's team were in contact with the Respondent monthly regarding the rent arrears and he was sent a number of letters setting out the rent due and signposting him to sources of support.

19.The Respondent made two offers to repay the arrears as well as monthly rental payments in both May and December 2024 but only one payment towards arrears was made and the arrangements were not adhered to by the Respondent.

20.When the tenancy commenced the respondent was working and was known to have a child aged 9.

21.The Respondent never indicated to the Applicant that he was not working during the tenancy or that he was in receipt of benefits, so the rent arrears have not accrued due to any issue with payment of a relevant benefit.

22.The Respondent had advised that he would leave the property with effect from the end of May 2025.

23.The Respondent has given a number of different dates for leaving the property but is understood still to be in occupation.

24.The rent arrears accrued at the start of June 2025 are £10978.71 and the rent has been in arrears for a period of more than 3 consecutive months of the tenancy.

25.The Applicant is a mid-market rent landlord with just under 700 rental properties and relies on the payment of rent to maintain the properties and to fund further provision of property.

Reasons for Decision

The Tribunal was satisfied that the Notice to Leave and S11 Notice were in proper form in this application. There was a history of rent arrears over more than a year of the tenancy and failed payment arrangements, suggesting the tenancy was not sustainable. The Respondent did not engage with the Tribunal proceedings and is still in occupation of the property. The Tribunal was satisfied that it was reasonable to grant an eviction order.

Decision

The Tribunal determined that an eviction order be granted in favour of the Applicant and against the Respondent in terms of Ground 12 of Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 in that for three or more consecutive months the rent has been in arrears and the Tribunal is satisfied on account of that fact that an eviction order should be granted.

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.

Val Bremner

Legal Member/Chair

9.7.25

Date
