



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/EV/24/5845**

**Re: Property at 90 Beatty Crescent, Kirkaldy, KY1 2HY (“the Property”)**

**Parties:**

**Jess and Jinx Limited, Caledonian House, Links Road, Leven, KY8 4HS (“the Applicant”)**

**Ms Valerie Quinn, 90 Beatty Crescent, Kirkaldy, KY1 2HY (“the Respondent”)**

**Tribunal Members:**

**Shirley Evans (Legal Member) and Melanie Booth (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order against the Respondent for possession of the Property at 90 Beatty Crescent, Kirkaldy, KY1 2HY under Section 18 of the Housing (Scotland) Act 1988 be granted. The order will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent. The order will include a power to Officers of Court to eject the Respondent and family, servants, dependants, employees and others together with their goods, gear and whole belongings forth and from the Property and to make the same void and redd that the Applicant or others in her name may enter thereon and peaceably possess and enjoy the same.**

**Background**

- 1. This is an action for recovery of possession of the Property raised in terms of Rule 65 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).**
- 2. The application was accompanied by a copy of a tenancy agreement between the Respondent and Mr Robert Munro which commenced on 24 July**

2017, a letter dated 22 November 2024, an AT6 dated 22 November 2024, Recorded Delivery proof of posting dated 22 November 2024, a rent statement and a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003 to Fife Council dated 23 December 2024.

3. On 29 March 2025, the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 27 June 2025. The Respondent required to lodge written submissions by 19 April 2025. This paperwork was served on the Respondent by William Wywalec, Sheriff Officer, Kirkcaldy on 1 April 2025 and the Execution of Service was received by the Tribunal administration.

### **Case Management Discussion**

4. The Tribunal proceeded with the CMD on 27 June 2025 by way of teleconference. The Applicant was represented by Mr Morton from Lindsays, solicitors. There was no appearance by or on behalf of the Respondent despite the teleconference starting 5 minutes late. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in her absence.
5. The Tribunal had before it the copy of the tenancy agreement between the Respondent and Mr Robert Munro, the letter dated 22 November 2024, the AT6 dated 22 November 2024 with Recorded Delivery proof of posting, the rent statement and the Notice under Section 11 of the Homelessness etc (Scotland) Act 2003 to Fife Council dated 23 December 2024. The Tribunal considered the terms of these documents.
6. The Tribunal explained it had had an opportunity of reading the Application and understood the Applicant was relying on section 18(6) of the Housing (Scotland) Act 1988 and that there was accordingly no need for a notice to quit, the ground of repossession written in the tenancy agreement. The Tribunal had noted that the Applicant purchased the Property from Mr Munro and thereby became the current heritable proprietor and landlord of the tenancy on 15 February 2024.
7. Mr Morton confirmed he was seeking an order for eviction. The arrears were £8477.53. There had been no communication with the Respondent. The arrears were increasing and were at such a level now that they were unsustainable. There was no mention other people living in the Property. The

Applicant had been unable to ascertain whether the Respondent was in employment. In the circumstances it was reasonable to evict.

### **Findings in Fact**

8. The Respondent and Robert Munro entered into an Assured Tenancy Agreement on 24 July 2017.
9. In terms of Clause 4.1 of the tenancy agreement the Respondent agreed to pay a monthly rent to the Applicant. The current rent is £520 per month.
10. Clause 15.5 of the tenancy agreement sets out in full the grounds on which the tenancy could be brought to an end. Clause 15.1 provided for the tenancy to be brought to an end on any of the Grounds of repossession in Schedule 5 of the Housing (Scotland) Act 1988 including Ground 11 (tenant persistently failing to pay rent ) and Ground 12 (rent arrears).
11. The Applicant purchased the Property from Robert Munro and became the current heritable proprietor and landlord of the tenancy on 15 February 2024.
12. The Respondent has fallen into rent arrears. The current arrears are £8477.53.
13. The Applicant's solicitor sent a letter to the Respondent regarding the arrears on 22 November 2024. On 22 November 2024, the Applicant's solicitor served an AT6 Notice on the Respondent by way of recorded delivery post in terms of Section 19 and founding on Grounds 11 and 12 of Schedule 5 of the Housing (Scotland) Act 1988.
14. A Notice under Section 11 of the Homelessness etc. (Scotland) Act 2003 was served on Fife Council by way email on 23 December 2024.
15. The Respondent has not been in contact with the Applicant regarding the arrears.

### **Reasons For Decision**

16. In terms of Section 18(3), subject to Section 18(6) of the Housing (Scotland) Act 1988 ("the 1988 Act"), the Tribunal shall make an order for possession if satisfied that any of the Grounds of Possession as set out in Part I of Schedule 5 are established. In terms of Section 18(6) of the

1988 Act, the Tribunal shall not make an order for possession of a house which is for the time being let on an assured tenancy, not being a statutory assured tenancy, unless amongst other grounds the ground for possession is any of the grounds in Part II of Schedule 5 of the 1988 Act other than Ground 9, Ground 10, Ground 15 or Ground 17 and the terms of the tenancy make provision for it to be brought to an end on the ground in question.

17. Ground 11 in Part I of Schedule 5 states *“Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.”* Ground 12 of Part 1 of Schedule 5 states *“Some rent lawfully due from the tenant—  
(a) is unpaid on the date on which the proceedings for possession are begun; and  
(b) except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.”*
18. The Tribunal considered the issues set out in the application. The Applicant provided evidence of non-payment of rent in the form of the rent statement. The Tribunal was satisfied on the basis of the documents before it that the tenancy provided that the contractual tenancy could be brought to an end on Grounds 11 and 12 of Schedule 5 and that in terms of Section 18(6) of the 1988 Act the Applicant was entitled to rely on Grounds 11 and 12 in Schedule 5 of the 1988 Act.
19. On the basis of the submissions made by Mr Morten and on the basis of the documents lodged the Tribunal was satisfied the Respondent had persistently delayed paying rent lawfully due. Further the Tribunal was satisfied that rent was unpaid on the date the proceedings were begun and at the date of the AT6 on 22 November 2024. The Tribunal was satisfied on the basis of the tenancy agreement, rent statement and the supporting oral submissions made on behalf of the Applicant and by the submissions lodged by the Respondent that the Respondent was in rent arrears and had persistently delayed in paying rent lawfully due and that the factual basis of the application had been established. A case under Grounds 11 and 12 of Schedule 5 of the 1988 Act was accordingly met. However, the Tribunal also has to be satisfied that it is reasonable to evict.
20. In determining whether it is reasonable to grant the order, the Tribunal is required to weigh the various factors which apply and to consider the relevant circumstances of the case. In this case the Tribunal was

satisfied on the basis of the submissions of Mr Morten that the Respondent had accrued arrears. The Tribunal was satisfied the Applicant's agent had complied with the Rent Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020 and that the Respondent had not been in contact with the Applicant regarding the arrears. It would not be reasonable to expect the Applicant to continue to bear that level of substantial arrears with the Respondent not making any payments or little payment towards the rent. The arrears were increasing by the month and had reached such a level that there was very little choice but for the Tribunal to grant the order. The Tribunal gave considerable weight to the fact that it was not reasonable for the Respondent to expect to continue to live in the Property without paying rent. There was no information regarding the personal circumstances of the Respondent. However it was clear from the rent statement that the arrears were increasing and that that should not be allowed to continue to the detriment of the Applicant. That outweighed all other considerations. The balance of reasonableness in this case weighted towards the Applicant.

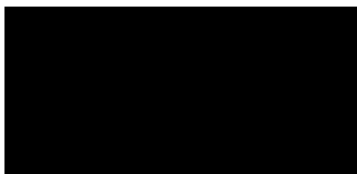
21. In the circumstances the Tribunal considered that in terms of Grounds 11 and 12 of Schedule 5 of the 1988 Act had been met and that it is reasonable to grant an eviction order.

### **Decision**

22. The Tribunal granted an order for repossession. 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.**



---

Legal Member

29 June 2025

---

Date

