

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 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/EV/25/0367

Re: Property at 19 Eastwell Gardens, Lochee, Dundee, DD2 3FG (“the Property”)

Parties:

Tracy Taylor and Jonas Hansen, 1 Sapphire Close, Wokingham, Berkshire, RG41 3DU; and Susan Taylor, 4 Balgayview Gardens, Dundee, DD3 6BW (“the Applicants”)

Alicia Robson, 19 Eastwell Gardens, Lochee, Dundee, DD2 3FG (“the Respondent”)

Tribunal Members:

Joel Conn (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

Background

1. This is an application by the Applicants for an eviction order in regard to a Private Residential Tenancy (“PRT”) in terms of rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”). The PRT in question was by the Applicants to the Respondent commencing on 12 August 2022.
2. The application was dated 29 January 2025 and lodged with the Tribunal on that date. The application relied upon a Notice to Leave dated 11 December 2024 in terms of section 50 of the Private Housing (Tenancies) (Scotland) Act 2016, intimated upon the Respondent by email (in terms of the Tenancy Agreement) on that date. The Notice relied upon Ground 12 of Schedule 3 Part 1 of the 2016 Act, relying on arrears of £2,215.20 as of the date of the notice. The Notice intimated that an application to the Tribunal would not be made before 11 January 2025. The Tenancy agreement, lodged with the application, showed that

rent was due of £530 per month from the 1st of each month and a rent statement, also lodged, showed that the passing rent was increased to £561.80 from 1 August 2024. The arrears in the Notice to Leave thus amounted to over three months of arrears.

3. Evidence of a section 11 notice in terms of the *Homelessness Etc. (Scotland) Act 2003* served upon Dundee City Council on 29 January 2025 was provided with the application. There was evidence in the application papers of compliance with provision of the pre-action protocol information in standard form on behalf of the Applicant to the Respondent by letters on 8 October 2024 and 20 December 2024.

The Hearing

4. The matter called for a case management discussion (“CMD”) of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 13 August 2025 at 10:00. We were addressed by James Sloan, debt recovery administrator, DJ Alexander Sales & Lettings on behalf of the Applicants. There was no appearance from the Respondent.
5. We were informed by the clerk that no contact had been received from the Respondent (or on her behalf) with the Tribunal. The Applicants’ agent said that there had been communication with and engagement by the Respondent but all had ceased by mid-July. No payment towards rent had been received since 3 July 2025, and plans for payment and on improving the condition of the Property reached in early June 2025 had both been breached without recent contact from the Respondent. (This recent contact and then the breach of the proposals is reviewed below.)
6. We noted that the Respondent had received clear intimation of the CMD by the Sheriff Officer instructed by the Tribunal. Having not commenced the CMD until around 10:05, we were satisfied to consider the application in the Respondent’s absence. In any case, no attempt was made by the Respondent (nor anyone on her behalf) to dial in late to the CMD.
7. The Applicants’ agent provided the following submissions:
 - a. The current rent arrears were £5,086.80 covering rent up to 31 August 2025.
 - b. The Applicants’ agent had only become involved from May 2024, following the transfer of the Property from another letting agent. The Applicants’ agent candidly confirmed that he had no information from before the transfer but that at the transfer there were no arrears outstanding.
 - c. Arrears started to develop from July 2024. There was one payment of £561.80 (the new rent amount) on 5 August 2024 but otherwise no rental payments between 1 July and 30 November 2024. There was then a payment of £562 on 3 December 2024, resulting in the arrears of £2,215.20 which was in the Notice to Leave.
 - d. Thereafter, a further rent payment of £561.80 was made on 31 December 2024 but nothing further and as at the date of the expiry of the Notice to Leave, arrears were again £2,215.20.

- e. The Applicants' agent arranged for regular visits to be made to the Property, leaving letters seeking contact. It was noted by the person visiting that the Property seemed poorly cared for and there was a concern that nothing was changing between visits.
- f. A payment of £561.00 was made on 8 April 2025 (so very slightly less than the rent, and a week late).
- g. After further deliveries of letters showed no positive change in the condition of the Property, nor further payments or contact, the Applicants' agents forced entry was taken on 28 May 2025 in concern for the health of the Respondent. The Property was found in a very poor condition, with rubbish and used food containers left lying around. The toilet appeared to have neither been cleaned, nor even flushed after use, for some time. The Applicants' agents were concerned that there had been "hoarding" but that the Property was now abandoned. A notice was left on the door saying that steps were being taken to treat the Property as abandoned.
- h. The Respondent made contact with the Applicants' agents shortly after the notice about abandonment was left. She confirmed she was still in occupation.
- i. The Applicants' agents sought a payment plan, and a plan for better maintenance and cleaning, from the Respondent. On this the Applicants' agent sought to stress to us that the Applicants wished eviction as a last resort, and that their principal position was to provide the Respondent with an opportunity to rehabilitate matters. He also said that he made clear to the Respondent that any payment plan by her should be one that was affordable and achievable.
- j. This contact led to two agreements with the Respondent:
 - i. That there would be inspections every 2-3 weeks, to monitor her steps to tidy up and clean the Property.
 - ii. She would make payment of her rent in full each month, along with £50 a week towards arrears. An initial payment of £50 was to be made immediately (and was paid on 3 June 2025).
- k. The Applicants' agent said that his last conversation with the Respondent was on 6 June 2025, where there was further discussion on her financial situation. She explained to him:
 - i. She had been a university student, as well as self-employed.
 - ii. She had found her final year very stressful and this had led to her stopping university and also ceasing to work.
 - iii. She described having been depressed at that time. The Applicants' agent used the term that matters "spiralled". No specific medical diagnosis, or details of any treatment, was provided to the Applicants' agent however.
 - iv. The Respondent explained to the Applicants' agent on that call that she intended to return to working, but also wanted to apply for benefits. The Applicants' agent understood that this would provide her with sufficient financial basis for her financial proposal.
- l. The Applicants' agents monitored the situation. In regard to payments:
 - i. A further £400 was paid on 12 June 2025; and
 - ii. A further £50 was paid on 3 July 2025;meaning the Respondent had neither paid the rent for July, nor maintained £50/week against arrears. In regard to the condition of the Property:

- iii. A site visit of mid-June 2025 showed some improvement to the Property;
 - iv. A site visit of 1 July 2025 showed the condition of the Property returning to a poor condition; and
 - v. With the Respondent's consent, an unaccompanied site visit was undertaken on 15 July 2025 and the Property to be found to be in as poor a condition as at the start of the monitoring process.
 - m. No further payment of rent had been received since 3 July 2025 and no further contact or engagement had been received from the Respondent since her agreement to the unaccompanied site visit of 15 July 2025.
 - n. The Applicants' agent had received no correspondence or communication about an application for benefits. The last reference to this had been the Respondent's call of 6 June 2025.
8. The Applicant's agent provided further oral submissions on the background in regard to the reasonableness of the application:
- a. The Property was a small one-bedroom flat.
 - b. The Property was not believed to be specially adapted for the use of the Respondent, nor especially suitable for her needs.
 - c. The Applicant believed the Respondent to have been of working age.
 - d. The Respondent was believed to reside alone at the Property.
 - e. The Property was mortgaged and the long period with unreliable income was financially affecting the Applicants.
 - f. The Applicants' agents knew of no other Property owned and rented out by the Applicants.
9. No motion was made for expenses.

Findings in Fact

- 10. On 11 August 2022, the Applicants let the Property as a Private Residential Tenancy to the Respondent with commencement on 12 August 2022 ("the Tenancy").
- 11. In terms of clause 8 of the Tenancy Agreement, the Respondent required to pay rent of £530 a month in advance on the 1st day of each month.
- 12. The rent between the parties was varied to £561.80 a month from 1 August 2024.
- 13. As of 11 December 2024, the Respondent was in arrears of rent of £2,215.20.
- 14. On 11 December 2024, the Applicants' agent drafted a Notice to Leave in correct form addressed to the Respondent, providing the Respondent with notice, amongst other matters, that she was in rent arrears for a period of three consecutive months and detailing the arrears.
- 15. The Notice to Leave provided the Respondent with notice that no application would be raised before the Tribunal prior to 11 January 2025.

16. The Applicants' agent served a copy of the Notice to Leave on the Respondent by email on 11 December 2024.
17. The Applicants raised proceedings on 29 January 2025 for an order for eviction with the Tribunal, under Rule 109, relying on Ground 12 of Schedule 3 Part 1 of the 2016 Act.
18. A section 11 notice in the required terms of the Homelessness Etc. (Scotland) Act 2003 was served upon Dundee City Council by the Applicants' agent.
19. Letters complying with the pre-action protocols was issued to the Respondent on behalf of the Applicants on 8 October and 20 December 2024.
20. As of 13 August 2025, the Respondent remains in arrears of rent in the amount of £5,086.80 which is equivalent of over nine months of rent.
21. The Respondent does not claim to have paid any amount of the arrears of £5,086.80 remaining as at 13 August 2025.
22. The sum of arrears remaining as of 13 August 2025 is neither wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, other than any referable to an act or omission of the Respondent.
23. The Respondent has no known dependents living with her at the Property.
24. The Property is not specially adapted for the use of the Respondent nor is its location specifically suitable for the Respondent's needs.
25. Intimation of the date and time of the CMD was given to the Respondent by Sheriff Officer on 2 July 2025.

Reasons for Decision

26. The application was in terms of rule 109, being an order for eviction from a PRT. We were satisfied on the basis of the application and supporting papers that the Notice to Leave had been correctly drafted and served upon the Respondent in respect of the interests of the Applicants.
27. Ground 12 of Schedule 3 to the 2016 Act (as amended and applying to this application) applies if:
 - (1) *...the tenant has been in rent arrears for three or more consecutive months. ...*
 - ...
 - (3) *The First-tier Tribunal may find that the ground named by subparagraph (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.

...

28. The arrears information provided at the CMD clearly showed that Ground 12 was satisfied in regard to the length of arrears and amount outstanding. There is nothing to suggest that the Respondent's failure to pay is related to an issue with benefits, despite her reference to seeking to apply for benefits on 3 June 2025. Ground 12 is satisfied subject to paragraph 3(b) regarding reasonableness.
29. We require, in terms of the Act as currently amended, to consider the reasonableness of the application even in regard of persistent arrears. We were satisfied that the Applicants' reasons for seeking eviction were reasonable given the amount and duration of the arrears. The Respondent had made and then broken a proposal on payment of the arrears and her payments had been irregular for over a year, with arrears gradually climbing. The issues of the condition of the Property further weigh in the Applicants' favour in regard to considering reasonableness. Though the Applicants' agent candidly disclosed that the Respondent had referred to health and financial issues, and the information about the Property suggested the Respondent may be struggling with some issues with her personal care and daily arrangements, she did not appear or provide submissions in regard to any defence or regarding reasonableness. The Applicants' case for reasonableness is very strong and we do not regard it as appropriate to weigh any unargued matters against it. We are satisfied that it is reasonable to evict on the basis of the information before us.
30. The Rules allow at rule 17(4) for a decision to be made at a CMD as at a hearing before a full panel of the Tribunal. On the basis of the information held, we are thus satisfied to grant an order for eviction at this time.

Decision

31. In all the circumstances, we grant an order against the Respondent for eviction from the Property under section 51 of the *Private Housing (Tenancies) (Scotland) Act 2016* further to ground 12 of Schedule 3 of that Act.

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.

Joel Conn

13 August 2025

Legal Member/Chair

Date