

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 Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”)
Chamber Ref: FTS/HPC/EV/24/4670

Re: Property at 149 1/10, Ingram Street, Glasgow, G1 1DW (“the Property”)

Parties:

Mr David Munro, 10 Whitehill Road, Glasgow, G61 4PW (“the Applicant”)

Mr William Hillhouse, Hannah Bloomfield (SBA), 149 1/10, Ingram Street, Glasgow, G1 1DW; UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Josephine Bonnar (Legal Member) and Elizabeth Dickson (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 should be granted against the Respondent in favour of the Applicant.

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Ground 12 of schedule 3 of the 2016 Act. A tenancy agreement, Notice to leave, rent statement, section 11 notice, application for service by advertisement in relation to the Second Respondent and negative trace report from a Sheriff Officer were lodged with the application.
2. A copy of the application was served on the First Respondent by Sheriff Officer. Service on the Second Respondent was initially carried out by advertisement on the Chamber website. However, on 24 July 2025, the Second Respondent sent an email to the Tribunal. A copy of the application paperwork was thereafter served on her by email. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 4 September 2025 at 10am and that they were required to participate.

On the 28 August 2025, the Applicant's representative lodged an updated rent statement. On 3 September 2025, the Applicant's representative submitted a further updated rent statement.

3. The CMD took place on 4 September 2025. The Applicant participated and was represented by Mr Grant. The Respondents did not participate. A related application for a payment order under Chamber reference CV/25/4669 was also discussed.

Summary of Discussion at CMD

4. The Legal Member noted that, although she had not joined the conference call, Ms Bloomfield had lodged a brief submission in relation to the payment application. This stated that she had moved out of the property ten months ago and had not lived in the property or contributed to the rent since that time. She confirmed that her name is still on the tenancy agreement but said that she had moved back to stay with her parents following the breakdown of her relationship with Mr Hillhouse. She asked that this information be considered.
5. The Legal Member noted that both updated rent statements had been lodged late in terms of Rule 14A of the Procedure Rules and neither was accompanied by a specific request to amend the sum claimed in the payment application. Mr Grant invited the Tribunal to allow the late statement and to grant a payment order for the sum of £16,600, being the sum owed at 1 September.
6. Following discussions about the validity of the Notices to leave which had been submitted with the application, the Legal Member asked Mr Grant to confirm whether the parties had been issued with letters in compliance with the Rent Arrears Pre action protocol. The only relevant document lodged with the application was dated 19 November, was only addressed to Ms Bloomfield and did not appear to fully comply with the requirements of the protocol. Mr Grant told the Tribunal that a similar letter had been issued to Mr Hillhouse with the Notice to leave on 3 September 2024. These were the only letters issued by the representative. Mr Munro said that there had been contact with Mr Hillhouse when the rent account first went into arrears. This was mostly by text message, although Mr Hillhouse kept changing his phone number so there were also visits to the property. However, following an incident about 18 months ago, when Mr Hillhouse was aggressive towards him, he decided to instruct a solicitor and avoid further direct contact. Mr Munro said that he had previously also sent some emails requesting payment.
7. In response to questions from the Tribunal, Mr Munro said that he did not know very much about the tenants. He became aware that Ms Bloomfield had moved out when Mr Hillhouse said that they had separated, but he had mainly dealt with Mr Hillhouse anyway. From social media he has been able to establish that Mr Hillhouse has a spray painting business which he operates from the property. Payments to the rent account were always made by Mr Hillhouse himself and Mr Munro is not aware if he has ever claimed or been entitled to benefits. He said that Mr Hillhouse is 38 years of age and that he is not aware of any disabilities. He now lives at the property alone with a dog, although he

does not have permission for the dog. When asked about the arrears Mr Hillhouse made various excuses and promises of payment but no payments were received.

8. Mr Munro told the Tribunal that he has one other rental property and has been a landlord for 21 years, although he is considering giving it up. He plans to sell the property when it becomes vacant because of the issues he has experienced with this tenancy. He has a mortgage and factoring charges to pay in relation to the property. He is managing to make these payments despite the lack of rental income, but it is not ideal.

Findings in Fact

9. The Applicant is the owner and landlord of the property.
10. The Respondents are the tenants of the property in terms of a private residential tenancy agreement.
11. The Respondents are due to pay rent at the rate of £900 per month.
12. The Respondents have been in arrears of rent since March 2024, and no payments have been made by the Respondents since that date.
13. The Respondents currently owe £16,600 in unpaid rent.
14. The Applicant served a Notice to leave on the First Respondent on 3 September 2024 and on the Second Respondent on 19 November 2024.
15. The first Respondent has failed to engage with the Applicant in relation to the arrears.
16. The Second Respondent moved out of the property in September 2024, following the breakdown of the Respondents relationship.
17. The Applicant has mortgage and factoring charges to meet in relation to the property and intends to sell the property when he recovers possession of it.

Reasons for Decision

18. The application was submitted with a Notice to Leave (the first Notice), addressed to the First Respondent and dated 2 September 2024, together with a copy of an email and post office certificate which establish that it was sent to the First Respondent on 3 September 2024. In response to a request for further information issued by the Tribunal, the Applicant also provided a copy of another Notice to leave (the second Notice) dated 19 November 2024 and a copy of an email to the Second Respondent which establishes that this Notice was sent to the Second Respondent on that date. The Notices states that an

application to the Tribunal is to be made on ground 12, rent arrears over three consecutive months.

19. The date specified in Part 4 of the first notice is 3 October 2024, when it should be 4 October 2024. Having regard to the relevant sections of the 2016 Act, including Section 73 which relates to “Minor errors in documents”, and to the decision of the Upper Tribunal in the case of *Halcrow v Davies and Hunter* (2025 UT 25), the Tribunal is satisfied that the error in the document is a minor error which did not affect the effect of the notice and that a valid notice to leave was served on the First Respondent.
20. The Second Notice was sent to the Second Respondent by email and the date in part 4, 20 December 2024, is the correct date. However, it is addressed to the First Respondent. Having regard to the terms of Section 62 and 73 of the 2016 Act, the Tribunal is satisfied that the reference to the joint tenant is a minor error which did not affect the effect of the notice. The notice was sent to the Second Respondent, and it related to the property. It is reasonable to assume that the Second Respondent understood the significance of the Notice in relation to the tenancy.
21. The application to the Tribunal was made after expiry of the notice periods. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.
22. Section 51(1) of the 2016 Act states, “The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.”
23. Ground 12 of Schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states “(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months. (3) The First-tier Tribunal may find that the ground named in 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.”
24. Sub-Paragraph (4) states, “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 Minister in regulations.” Relevant benefits are defined in sub-paragraph (5) and include housing benefit and universal credit. The Pre Action-Requirements Regulations include the provision of clear information relating to the terms of the tenancy agreement, the level of the

arrears, the tenant's rights in relation to eviction proceedings and how the tenant can access information and advice.

25. From the documents submitted and the information provided at the CMD, the Tribunal is satisfied that the Respondents currently owe £16,600 and that they have been in arrears of rent for three or more consecutive months, both at the date of service of the Notices to leave and the CMD. Part 1 of Ground 12 is therefore established.
26. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -
 - (a) The Tribunal is not satisfied that the Applicant has fully complied with the Rent Arrears Pre-Action Protocol. The Applicant provided a copy of a letter which was issued to the Second Respondent with the Notice to leave. His representative stated that a similar letter had also been issued to the first Respondent. However, the letter does not appear to contain all the information required by the protocol including the level of the arrears and the terms of the tenancy. There is also no evidence of reasonable attempts by the landlord to seek a repayment arrangement. The Applicant was vague about the efforts made by him to engage with the First Respondent. He referred to text messages and visits to the property. However, he did not provide copies of other letters or emails regarding the arrears and appears to have abandoned all attempts to communicate with the tenants at an early stage. On the other hand, the letter issued to the Respondents with the notice to leave provides information about various advice organisations and does state that the tenants can make repayment proposals. The Tribunal is therefore of the view that there has been partial compliance with the protocol.
 - (b) There is no information or evidence to suggest that the arrears are attributable to a delay or failure in the payment of a relevant benefit.
 - (c) The Respondents did not participate in the CMD or notify the Tribunal whether the application is opposed.
 - (d) The Respondent vacated the property some time ago and is living with family
 - (e) The arrears are substantial and are increasing. No payments have been made for 18 months.
 - (f) The Applicant has mortgage and factoring charges to meet despite the absence of rental income.
27. The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act that ground 12 has been established. For the reasons outlined in paragraph 26, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

Decision

- 28.** The Tribunal determines that an eviction order should be granted against the Respondent.

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.

J Bonnar

Josephine Bonnar, Legal Member

5 September 2025