

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 (Act)

Chamber Ref: FTS/HPC/EV/24/3077

Re: Property at 16 Blochairn Place 1/1, Glasgow, G21 2EE (“the Property”)

Parties:

Mr Popoola Akande, 22 Wellsgreen Court, Glasgow, G71 7UZ (“the Applicant”)

Mr Chukwuma Brendan Njoku, 1/1 16 Blochairn Place, Glasgow, G21 2EE (“the Respondent”)

Tribunal Members:

Alan Strain (Legal Member) and Ann Moore (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application for eviction and recovery of possession be granted.

Background

This is an application under Rule 109 and section 51(1) of the Act for eviction and recovery of possession on Ground 12 of Schedule 3 to the Act.

The Tribunal had regard to the following documents:

1. Application dated 5 July 2025 and supporting documents;
2. Notice to Leave dated 13 May 2024;
3. Royal mail Track and Trace Receipt for delivery of Notice to Leave dated 14 May 2024;
4. Section 11 Notice;
5. Written Representations from the Respondent dated 4 March 2025 and documents attached;
6. Written Representations from the Applicant’s Representative dated 26 March 2025 and 11 August 2025;

7. Written Representations from the Respondent dated 24 April, 20 May and 31 July 2025.

Hearing

The case called for a Hearing by telephone on 18 August 2025. The Applicant did not participate but was represented by his friend, Mr Odukudo who managed the Property on his behalf. The Respondent participated and represented himself.

The Tribunal explained the procedure to be followed and that the respective written submissions were taken as read.

The Tribunal then heard from both Mr Odukudo and Mr Njoku.

Mr Odukudo

Mr Odukudo's position was that the Respondent had put locks on the doors to the Property without authorisation and damaged the doors. He estimated the cost of repairs to be in the region of £500. He did not have a written estimate for this.

He also stated that the Respondent had occupied and sublet a second room in the Property. He had also put a lock on it. He had written to the Respondent about this and advised that he was charging rent for this. He did not have a written agreement or lease in respect of the second room with the Respondent. He sought to charge £460 per month for a period of 4 months in respect of the second room.

He spoke to the level of rent arrears as detailed in his written submissions.

Mr Njoku

Mr Njoku accepted that he was a tenant and that the monthly rent had been agreed at £510 for the room in the Property.

He had not kept the unpaid rent. He would pay any arrears found to be due by the Tribunal.

The amount paid/unpaid was as set out in the Applicant's rent statement.

The reason he had not paid was that he had never received a written tenancy agreement and did not know what he was paying for. There were no locks in the Property and it was unsecure. He installed locks himself without authorisation from the Applicant and he never gave him a key.

He did move some of his belongings into a second room in the Property for a short period of time. He never sublet this room or locked the room.

His written submissions detailed issues with the Property such as a faulty fridge for which he had paid the repair costs, inadequate heating and issues regarding the

power supply. He also complained of incidents of unauthorised access by the Applicant's Representative.

He was in the country on a visa and did not have access to public funds. He had not been in contact with the local authority regarding the eviction application. He had been in contact with various housing associations and was on a waiting list with one.

He had obtained advice regarding the application from CAB.

Decision and Reasons

The Tribunal had regard to Ground 12 of Schedule 3 to the Act which provides:

Rent arrears

12(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.

(2) The First-tier Tribunal must find that the ground named by sub-paragraph (1) applies if—

(a) at the beginning of the day on which the Tribunal first considers the application for an eviction order on its merits, the tenant—

(i) is in arrears of rent by an amount equal to or greater than the amount which would be payable as one month's rent under the tenancy on that day, and

(ii) has been in arrears of rent (by any amount) for a continuous period, up to and including that day, of three or more consecutive months, and

(b) the Tribunal is satisfied that the tenant's being in arrears of rent over that period is not wholly or partly a consequence of a delay or failure in the payment of a relevant benefit.

(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 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.

(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.

The Tribunal then considered the documentary evidence it had received and the evidence it had heard during the course of the Hearing. In so far as material the Tribunal made the following findings in fact:

1. The Parties let the subjects under a PRTA commencing 4 February 2023;
2. The monthly rent was £510 which reduced to £460 in August 2024;
3. Notice to Leave had been served on the Respondent on 14 May 2024;
4. As at the date of service of the Notice to Leave the Respondent was in arrears of rent and had been in arrears for a continuous period of three or more consecutive months;
7. The Respondent has not paid rent since February 2024 and is currently in arrears of £10,570. He lives in the Property on his own and is not in receipt of benefits;
5. The rental arrears were not due to any delay or failure in the payment of a relevant benefit;
6. Section 11 notification had been served on the local authority;
7. The Respondent has not offered any payment plan and will not pay rent until the Tribunal has reached a decision in this case;
8. The Respondent installed locks in the Property without authorisation from the Applicant and did not provide the Applicant with a key;
9. The Respondent moved his belongings into the second room in the Property for a short period of time.

The Tribunal was satisfied that Ground 12 had been established and it was reasonable to grant the application for eviction and recovery of possession given the significant rent arrears which continued to increase.

The Respondent had not provided any good reason to suggest why it would not have been reasonable to grant the order. The Tribunal considered that the considerable and mounting arrears meant that it was reasonable in the circumstances to grant the order sought.

The fact that there was no written tenancy agreement in place, whilst unsatisfactory, did not mean that a tenancy had not been created. Clearly the Parties had agreed that the Respondent would let the room from the Applicant at an initial rent of £510.

The Respondent had not notified the Applicant of any intention to withhold payment of rent and had not kept the rent money. He had not raised any separate application under Rule 111 for payment in respect of costs incurred by him in respect of the repair to the fridge (which was disputed in the Applicant's written submissions which included a letter from his co tenants) or for any damages in respect of issues he had with the Property such as the heating. Those issues, if established, did not provide any reason for non-payment of the rent.

The Tribunal urge the Respondent to make contact with the local authority homelessness team as a matter of urgency.

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.

A Strain

Alan Strain
Legal Member/Chair

18 August 2025
Date