



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 (“the 2016 Act”) and Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”)

Chamber Ref: FTS/HPC/EV/25/0828

Re: Property at 26 Carlestone Street, Glasgow, G21 1TA (“the Property”)

Parties:

TW Siah Investments Limited, 7 Bankside, The Watermark, Gateshead, NE11 9SY (“the Applicant”)

Mr Suban Kumar Ravi, 26 Carlestone Street, Glasgow, G21 1TA (“the Respondent”)

Tribunal Members:

Nicola Weir (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 an order for recovery of possession of the property be granted.

Background

1. By application received on 25 February 2025, the Applicant applied to the Tribunal for an order for recovery of possession of the property in terms of Grounds 12 (rent arrears for three consecutive months) of Schedule 3 to the 2016 Act. Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement, Notice to Leave/proof of service of same, the Section 11 Notice to the local authority in terms of the Homelessness (Scotland) Act 2003/proof of service of same, a Rent Statement and evidence regarding the ‘pre-action protocol’ and late rent notices served. An application for payment of rent arrears was submitted subsequently and was conjoined with this application. Both applications thereafter proceeded together through the Tribunal process.

2. Following initial procedure, on 26 March 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.
3. A Case Management Discussion ("CMD") was fixed for 19 August 2025. The application and details of the CMD scheduled were served personally on the Respondent by Sheriff Officer on 4 July 2025. In terms of said notification, the Respondent was given an opportunity to lodge written representations by 31 July 2025. None were lodged prior to the CMD.
4. On 4 August 2025, the Applicant's representative lodged a request on behalf of the Applicant to increase the sum claimed in the payment application from £4,785 to £5,750, being the increased balance now owing in rent arrears as at 31 July 2025, together with the charges claimed in respect of late rent. Further supporting documentation was lodged in this regard on 4 and 6 August 2025.

Case Management Discussion

5. The CMD took place by telephone conference call on 19 August 2025 at 10am. In attendance was Ms Ng of NGS Homes Ltd on behalf of the Applicant. The Tribunal delayed commencement of the CMD for 5 minutes to give the Respondent an opportunity to join late but he did not do so.
6. Following introductions and introductory remarks by the Legal Member, Ms Ng confirmed that orders were sought in both applications today. She confirmed that the amount owing in respect of the payment application was £5,750 at the present time. Ms Ng confirmed that she has contacted the Respondent frequently in relation to the rent arrears and also in respect of water leaking from the bathroom of the Property into a neighbour's property, which the neighbour has complained about. Ms Ng visited the Property on Saturday (three days before the CMD) and suspects that the Respondent may already have gone. She required to enter the Property due to the ongoing water leak issue and noted that items have already been removed from the Property, although there were still some belongings of the Respondent which he may have left behind. He has not returned the keys to the Property so she still wishes to obtain an eviction order on behalf of the Applicant to finalise things properly. Ms Ng estimates that the Respondent may only have left within the last week or so, as she had visited him at the Property recently and explained that the Applicant needed to recover the Property to deal with the water leak and to stop any further damage occurring. The Respondent did not, however, get back to her following that visit.
7. Ms Ng explained the background to the rent arrears on the account and the efforts made to engage with the Respondent on this matter. She explained that the payments were erratic and sometimes missed payments would be paid, or partly paid, later. The Respondent was a student, studying a Masters Degree at Strathclyde University. She said he would make excuses about his scholarship funding being late or waiting for money coming to him from abroad.

She does not have any knowledge of him having any entitlement to state benefits and understands that he wishes to remain in the UK and pursue a career in architecture. He was supposed to live alone but there were often others at the flat with him, who may have been staying there. Ms Ng explained that there were several mattresses in the attic area of the Property where people may have been sleeping. It was just a one-bedroom flat, with fairly limited living accommodation, other than the attic area. Apart from the neighbour complaining about the water leak, which Ms Ng considered to have been at least partly caused by the Respondent's mis-use of the Property, they had received other complaints from neighbours regarding anti-social type behaviour. This mostly involved loud noise, often late at night, but recently there were allegations of fly-tipping around the flat by the Respondent. She thinks this may have been items left by him when he moved out and had noted that these items had since been removed when she visited over the weekend. Ms Ng confirmed that the Property had been let as a partly-furnished flat and that she thinks the Applicant may have a claim for damages/repairs once the Property is recovered as it has not been left in good condition. There is a deposit held which may cover some costs, but she stated that there would also be further rent arrears accruing up to the date of eviction.

8. As to the Applicant's position, Ms Ng confirmed she lives in England and that she lets out four properties under the limited company and one further property in her own name, all of which Ms Ng manages for her. Ms Ng is not yet sure of the Applicant's intention regarding this Property. She may sell or she may re-let it but she cannot do anything until the various issues are addressed. The rent arrears are also significant and it is hoped that the Applicant will be able to recover the arrears she is owed. Ms Ng confirmed subsequently that she has checked the position with the local authority and the Property is listed under the Applicant's landlord registration. She provided the Tribunal with a note of the Applicant's landlord registration number.
9. The Tribunal Members adjourned to discuss the applications in private. On re-convening, it was confirmed that the Tribunal was satisfied that the ground for eviction was met and also that it was reasonable to grant the order in all the circumstances of the case. There was some brief discussion regarding the procedures to follow. Ms Ng was thanked for her attendance and the CMD was concluded.

Findings in Fact

1. The Applicant is the owner and landlord of the Property.
2. The Respondent is the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 18 March 2024.
3. The rent due in respect of the tenancy was £765 per calendar month.

4. There was a background of rent arrears throughout the tenancy with many monthly payments being missed altogether, late or only partial rent payments made.
5. The last payment towards arrears amounted to £470 on 19 June 2025.
6. Arrears amounted to £3,060 when the Notice to Leave was served in January 2025, £4,750 when this application was lodged, and £5,550 as at 31 July 2025.
7. The sum of £200 was also due in terms of charges for late rent notices issued to the Respondent, in terms of the tenancy agreement.
8. The Applicant's letting agents have sought to engage with the Respondent concerning the rent arrears throughout the tenancy and issued numerous communications to him in respect of the 'pre-action protocol'.
9. A Notice to Leave in proper form and giving the requisite period of notice was served on the Respondent by email on 20 January 2025, in terms of the tenancy agreement.
10. The date specified in the Notice to Leave as the earliest date an eviction application could be lodged with the Tribunal was specified as 21 February 2025.
11. The Tribunal Application was submitted on 25 February 2025.
12. The Respondent has remained in occupation of the Property, although may very recently have removed or partially vacated.
13. The Respondent has been called upon to make payment of the rental arrears or enter into a satisfactory payment arrangement but has failed to do so.
14. The Respondent has been in rent arrears for three or more consecutive months.
15. There is no indication that the arrears have arisen wholly or partly as a result of a failure or delay in the payment of relevant benefits.
16. The Respondent did not lodge any written representations with the Tribunal or attend the CMD.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation, the procedural background to the application, the further written representations lodged on behalf of the Applicant recently and to the oral representations at the CMD by Ms Ng on behalf of the Applicant.

2. The Tribunal found that the application was in order, that a Notice to Leave in proper form and giving the correct period of notice had been served on the Respondent and that the application was made timeously to the Tribunal, all in terms of the tenancy agreement and the relevant provisions of the 2016 Act.
3. The Tribunal considered the ground of eviction relied upon in this application, namely Ground 12, and was satisfied that all requisite elements of that ground had been met. The Tribunal was satisfied that the Respondent has not properly vacated the Property or returned the keys, that there were now substantial rent arrears amounting to in excess of £5,000 and that the rent had been continuously in arrears for a lengthy period of time. The rent had been in arrears for a period exceeding three consecutive months when notice was served and remains so.
4. As to reasonableness, all the factors mentioned above satisfied the Tribunal that it was also reasonable to grant an order in these circumstances and given the circumstances of both parties as far as known to the Tribunal, and to do so at this stage. There was no indication that the Respondent's failure to pay rent was due to any failure/delay in payment of state benefits and it was clear from the extensive 'pre-action protocol' documentation lodged that the Applicant's agent had sought to communicate regularly with the Respondent regarding the arrears (and other issues) throughout the tenancy. The Respondent had not engaged properly with her, not taken steps to resolve the arrears situation or co-operate regarding the bathroom leak. The Respondent had not entered into the Tribunal process and the Tribunal therefore had no material before it either to contradict the Applicant's position nor to advance any reasonableness arguments on behalf of the Respondent. The Tribunal accordingly determined that an order for recovery of possession of the Property could properly be granted at the CMD as, in the circumstances, there was no need for an Evidential Hearing.

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.

Nicola Weir

Legal Member/Chair

19 August 2025
Date