



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, as amended (“the Regulations”)

Chamber Ref: FTS/HPC/EV/24/3505

Re: Property at 77 Bangorshill Street, Glasgow, G46 8LU (“the Property”)

Parties:

MN Property Limited, 4 Deaconsview, Glasgow, G46 7UW (“the Applicant”)

Miss Samantha Donald, 77 Bangorshill Street, Glasgow, G46 8LU (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Mary Lyden (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. The application submitted on 30 July 2024 sought an eviction order against the Respondent on the grounds of three months’ consecutive rent arrears under Ground 12 of the Private Housing (Tenancies)(Scotland) Act 2016 (“the 2016 Act”). Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement, a Rent Statement and the Notice to Leave.
2. Following initial procedure, on 26 August 2024, 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 Notification of the application and details of the CMD fixed for 24 March 2025 was served on the Respondent by way of Sheriff Officer on 11 February 2025. In terms of said notification, the Respondent was requested to lodge any written representations by 1 March 2025. No written representations were lodged prior to the CMD.

Case Management Discussion

4. The Case Management Discussion ("CMD") took place by telephone conference call on 24 March 2025 at 10am and was attended by the Applicant's representative, Mr Atif Ahmed of The Property Store, letting agents, and by the Respondent, Miss Samantha Donald.
5. After introductions and introductory remarks by the Legal Member, Mr Ahmed confirmed that the Applicant was still seeking an eviction order. There had been no improvement in the situation. Miss Donald's Universal Credit was still only paying £378.54 per month towards the rent of £550 per month and Miss Donald was still not paying any top-up amount. The arrears had now risen to £7,802.52. Miss Donald provided details of her personal, family and financial circumstances, the explanation for the rent arrears and some further background information. She indicated that, due to a change in her family situation, she thinks she is due a re-assessment of her Universal Credit. She had applied for alternative housing through the local authority and housing associations but had been told that nothing would happen until an eviction order was granted. She did not, however, consent to eviction and disagreed with some of what Mr Ahmed had said. She denied having been chased for the rent arrears previously and did not have a good relationship with Mr Ahmed. She had requested all contact be by email. She had complaints regarding the condition of the Property and thinks the Applicant is 'selling-up'. She indicated that the Applicant had previously offered to 'write-off' the arrears if she agreed to pay an increased rent of £750. However, she was told that this would not be paid by her benefits unless a new tenancy agreement was entered into. Mr Ahmed confirmed that this had been proposed by that Miss Donald had never got back to him about this.
6. The Tribunal decided to continue the application to an Evidential Hearing in order that the Tribunal could be presented with further evidence in support of the parties' respective positions and to enable the Tribunal to determine the reasonableness or otherwise of granting an eviction order. It was explained to Miss Donald that she may wish to seek some advice about her housing situation and that the Tribunal would expect to see evidence of her benefits position and any attempts to resolve the rent arrears situation, as this would have a bearing on the Tribunal's decision in the matter at the Evidential Hearing. It was also recommended that the Respondent engages with the letting agent by way of email regarding the rent arrears and any proposals to resolve the rent arrears situation on an ongoing basis.

7. Following the CMD, the Tribunal issued a CMD Note detailing the discussions which had taken place, together with a Direction, which required the parties to lodge at least 14 days prior to the Evidential Hearing, the following:-

*“The **Applicant** and **Respondent** are required to provide:-*

1. *Any documentation/further documentation upon which the parties wish to rely at the Evidential Hearing in support of their respective positions as to the reasonableness (or otherwise) of the Tribunal granting an eviction order in the particular circumstances of this case; to include:-*

*(a)an updated Rent Statement from the **Applicant**;*

*(b)any letters, emails, copy text messages or similar documentary or other evidence from the **Applicant** regarding the rent arrears situation, including from before and after Notice to Leave was served and including any evidence that the ‘pre-action protocol’ was carried out via communications with the **Respondent**;*

*(c)proof from the **Respondent** of her total income from Universal Credit, other state benefits or earnings, together with any further information regarding the proposed re-assessment of her benefits;*

*(d) any letters, emails, copy text messages or similar documentary or other evidence from the **Respondent**, sent to both the Applicant or his letting agent regarding the rent arrears situation, including any payment proposals made by her in respect of the ongoing rent and rent arrears;*

*(e)any evidence that the **Respondent** has explored any alternative housing options.*

2. *A list of any witnesses that the parties wish to call to give evidence at the Evidential Hearing to be fixed in respect of this application, and to make arrangements for the attendance at the Hearing of any such witnesses;”*

Further Procedure

8. The parties were notified of the date and other arrangements for the Evidential Hearing on 21 August 2025.
9. On 12 September 2025, the Applicant’s representative submitted written representations in response to the Tribunal’s Direction by email. Also lodged was an updated Rent Statement and some copy emails between the parties dated 17 April 2025 and two further emails from the Applicant’s representative to the Respondent dated 3 June 2025 and 21 August 2025. The Rent Statement showed that payments into the rent account had increased since the date of the CMD to £550 per month (the amount of the rent) but that the rent arrears

outstanding as at 19 September 2025 remained at the same amount as at the CMD, £7,985.46. The emails were asking the Respondent to confirm if there was any update from Housing and proposing meetings to discuss the rent arrears situation. The Respondent had stated in response to the first email that she would call Housing again.

10. The Respondent did not lodge anything in response to the Tribunal's Direction and there was no contact from her to the Tribunal prior to the Evidential Hearing.

Evidential Hearing

11. The Evidential Hearing took place by telephone conference call on 30 September 2025, commencing at 10am and was attended only by the Applicant's representative, Mr Atif Ahmed of The Property Store, letting agents. The Respondent, Miss Samantha Donald, did not attend, although the Tribunal delayed the start of the hearing by 5 minutes to give her an opportunity to join late. However, she did not do so. The hearing thereafter proceeded in her absence.
12. Following introductions and introductory remarks by the Legal Member, Mr Ahmed was asked if there had been any recent communication from Miss Donald. He confirmed that there had not. Mr Ahmed stated that he had tried to phone Miss Donald a few times but without success. There had been no further response to his emails and there had also been difficulties getting tradesmen in to do property checks. He thinks that the CMD must have prompted her to go to the Council as the increased sum of £550 per month, covering the rent, has been received from Universal Credit since then. However, there has been no discussion whatsoever regarding the rent arrears which remain at the same level as previously. Mr Ahmed thinks that the onus is on Miss Donald to sort this out but she has not tried to do so, despite their offers to discuss with her and assist her. He indicated that neighbours of Miss Donald have complained in the past about items such as sofas being left in the garden of the Property by her. He also thinks Miss Donald has not looked after the condition of the Property which she has let become run-down. Mr Ahmed stated that the rent of £550 per month is way below the market rent for similar properties which is now around £950 per month. He does not think that Miss Donald can afford this. The Applicant would like an eviction order to be granted in view of the high rent arrears and the lack of any effort on Miss Donald's part to clear these or even attend the Tribunal today to put forward her case. He thinks she has had plenty of time to sort things out as this application was lodged with the Tribunal in July 2024. Mr Ahmed confirmed that he has heard nothing directly from the housing department of the local authority or housing associations. He explained that they have another tenant in a similar position but who had engaged with them and who had been told by the local authority that an eviction order needed to be granted before they could be re-housed. Mr Ahmed does not know exactly who is staying in the Property but thinks from reports from an engineer who was out to carry out property checks that it seems to be more people than just the tenant and her two children who are living there.

13. Mr Ahmed confirmed that it is the Applicant's intention to recover the Property, refurbish it and rent it out again for at least £900 per calendar month. As to their prior proposal to increase Miss Donald's rent to £750, Mr Ahmed confirmed that they had not served any rent increase notice. He explained that they did not think she could afford this and also, there had been no proposals from Miss Donald regarding the arrears. There was no guarantee that Miss Donald would make an application to have her Universal Credit maximised and, due to the background circumstances, they no longer have any faith in what Miss Donald says. He does not know if Miss Donald is working or not.
14. As to the Applicant's circumstances, Mr Ahmed confirmed his understanding that there was some sort of commercial loan still paid in respect of the Property and that the Applicant owns six or seven properties that he rents out. He is not in financial difficulties as such but the arrears outstanding are high and he needs to be making enough money from the Property to make it work as a rental property. It is the Applicant's intention to retire fully towards the end of this year or next, as he is semi-retired at the moment. Until then, the Applicant needs to ensure that his properties are profitable. He also thinks he is going to have to spend around £25,000 refurbishing this Property due to its run-down condition.
15. There was discussion regarding the 'pre-action protocol' for eviction applications which had been discussed previously at the CMD. Mr Ahmed explained that most of their contact with the tenant was by way of telephone or visits to the Property. However, they had issued her a few emails before they raised this application, on 12 March 2024 and on 26 June 2024. He had not lodged these with the Tribunal but read their contents through at the hearing. They had explained the position of the Applicant as regards the rent arrears and had encouraged the tenant to make contact with them and discuss the situation. However, there had been no response from Miss Donald and this is why they had proceeded with the Tribunal application.
16. In summing-up, Mr Ahmed referred to the background circumstances and requested that the Tribunal grant the eviction order sought today.
17. The Tribunal adjourned to consider the application and, on re-convening, 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 of the circumstances. There was some brief discussion regarding the issuing of the decision documentation to parties and the applicable appeal period and procedure thereafter. Mr Ahmed was thanked for his attendance and participation throughout.

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 19 July 2019.

3. The rent due in respect of the tenancy was £550 per calendar month.
4. There was a background of erratic payments and persistent shortfalls in the monthly rental payments being made, so rent arrears had accrued steadily over a number of years.
5. Rent arrears amounted to just over £5,000 when notice was served in March 2024 and amounted to just under £8,000 when the CMD took place in March 2025.
6. Prior to the CMD in March 2025, rental payments received via the Respondent's Universal Credit were not sufficient to cover the rent and there was a shortfall every month of between £150 - £200.
7. After the CMD in March 2025, the monthly rental of £550 was being met from the Respondent's Universal Credit but there had been no decrease in the rent arrears.
8. The current arrears amount to ££7,985.46.
9. The Applicant's representative has sought to engage with the Respondent concerning the rent arrears, mostly by telephone or in-person visits to the Property but also issued communications to her by email in terms of the 'pre-action protocol' and more recently.
10. The Respondent has failed to enter into a payment arrangement in respect of the arrears and has not engaged meaningfully with the Applicant's representative regarding the arrears or in an effort to resolve them.
11. A Notice to Leave in proper form and giving the requisite period of notice was served on the Respondent by Sheriff Officer on 15 March 2024.
12. The date specified in the Notice to Leave as the earliest date an eviction application could be lodged with the Tribunal was specified as 15 April 2024.
13. The Tribunal Application was submitted on 30 July 2024.
14. The Respondent was in arrears of rent for three or more consecutive months prior to the Notice to Leave being served and this remains the position.
15. The Respondent and members of her family remain in occupation of the Property.
16. 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.

17. 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.
18. The Respondent did not comply with the Tribunal Direction issued following the CMD, lodge any written representations with the Tribunal, nor attend the Evidential Hearing.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation, the further written representations and documentation lodged in response to the Tribunal's Direction issued following the CMD and to the oral representations made at the Evidential Hearing on behalf of the Applicant by his representative, Mr Ahmed.
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 there had been continuous rent arrears for well in excess of the period of three consecutive months required in terms of Ground 12 prior to the Notice to Leave being served. Arrears had amounted to over £5,000 when notice was served and currently total almost £8,000.
4. As to reasonableness, all the factors narrated above satisfied the Tribunal that it was also reasonable to grant an order in these circumstances and to do so at this stage. Although the Respondent had attended the CMD and provided the Tribunal with details concerning her circumstances and her position in respect of this application, she had thereafter engaged no further in the Tribunal process. She did not comply with the Tribunal's Direction nor attend the Evidential Hearing. 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. Although the Tribunal was aware that the Respondent was in receipt of Universal Credit and the monthly amount being received had increased in recent months to cover the monthly rent payments due, there had been no reduction in the total amount of rent arrears owing, which were significant, and no proposals from the Respondent to resolve the situation. The Tribunal, having weighed up all the background circumstances, and the circumstances of both parties, all as narrated above, determined that an order for recovery of possession of the Property could properly and reasonably be granted today.

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

30 September 2025
Date