



**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/24/1552

**Re: Property at 6 Eldon Court, 20 Lethington Ave, Glasgow, G41 3HB (“the
Property”)**

Parties:

**Mr John Irvine and Mrs Diane Irvine, residing together at 45 Netherlee Road,
Glasgow, G44 3YU (“the Applicants”)**

**Mr Scott Carrigan, 6 Eldon Court, residing at 20 Lethington Ave, Glasgow, G41
3HB (“the Respondent”)**

Tribunal Members:

Andrew Cowan (Legal Member) and Melanie Booth (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to refuse the Application for an eviction order.**

Background

1. This is an application for an eviction order, in relation to a Private Residential Tenancy (“PRT”), made 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 is between the Parties and relates to the Property.
2. The application was lodged, by email, with the Tribunal on 28th May 2024.
3. The application relied upon a Notice to Leave dated 26 January 2024 in terms of section 62 of the Private Housing (Tenancies) (Scotland) Act 2016, served upon the Respondent by email on 26 January 2024. The Notice relied upon Ground 12 of Schedule 3 Part 1 of the 2016 Act, being that the tenant is “in rent

arrears over three consecutive months". The Notice to Leave intimated that an application to the Tribunal would not be made before 26 February 2024.

4. The application papers included a copy of a tenancy agreement between the Applicants and the Respondent. The tenancy agreement between the parties commenced on 10 June 2022.
5. Evidence of a section 11 notice, issued in terms of the Homelessness Etc. (Scotland) Act 2003, which had been served upon Glasgow City Council by email on was included in the application papers.
6. The application papers also included a rent statement in relation to the tenancy agreement between the parties for the period from 31 May 2022 to 29 March 2024.
7. By email dated 09 September 2024 the Respondent's representative had intimated written submissions to the tribunal on behalf of the Respondent.
8. By email dated 19 September 2024 the Applicants had intimated written submissions to the tribunal (in response to the Respondent's written submissions).

Case Management Discussion

9. The matter called for a first Case Management Discussion ("CMD"), conducted by remote telephone conference call, on 20th September 2024.
10. At the CMD the Tribunal noted that that the Respondent accepted that he had been in arrears of rent over three consecutive months. The Respondent did not however accept that it would be reasonable for the Tribunal to grant an order for eviction in all of the circumstances.
11. At the CMD the Tribunal decided to fix a further hearing at which parties would lead evidence as to whether it was reasonable to grant an order for eviction.
12. At that CMD the Tribunal directed the Applicant to lodge an updated rent statement in advance of the hearing of evidence. In addition, the tribunal direct the Applicants to lodge any written evidence they would wish to rely upon in support of their duties to comply with paragraph 4 of The Rent Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020. The Applicants subsequently lodged further documents with the Tribunal which included a rent account in relation to the tenancy between the parties. That rent account covered the period from commencement of the Tenancy to 15th August 2025. The Applicants also lodged documents which demonstrated that they had complied with their duties under the rent arrears pre-action requirements.

13. The first hearing on evidence was arranged for 21st March 2025 but was adjourned as (through no fault of the Applicants) documents which had been lodged by the Applicants had not been copied to the Tribunal members or to the Respondent or his representative.

The Hearing

14. The matter called for a hearing of evidence, conducted by remote telephone conference call, on 10th September 2025.
15. Both Applicants joined the conference call. The Applicants witness, Mr Javaid Haq, from Martin and Co, the Applicants' letting agents, also joined the conference call.
16. The Respondent did not join the conference call. The Respondent was represented on the conference call by Mrs Sally Stimson of Glasgow Helping Heroes, 860-840 Govan Road, Glasgow, G51 3UU.
17. At the hearing the Tribunal asked questions of the Applicants and the Respondent's representative. Parties were given the opportunity to ask each other questions. Although Mr Haq had been called as a witness by the Applicants he did not give any evidence to the Tribunal at the hearing.

Summary of Evidence

18. At the hearing on evidence, the Applicants confirmed that the application for eviction was insisted upon. The Applicant referred to the written submissions which they had lodged and answered questions from the Tribunal members.
19. The Applicants referred to the rent account which had been lodged with the Tribunal. They explained that the tenancy agreement between the parties specified that the Respondent was due to pay rent of £650 per month from the commencement of the tenancy. They further explained that the rent due under the tenancy agreement had increased to £728 per month from November 2024. The Respondent had paid a deposit of £875 at the commencement of the Tenancy. That deposit had been lodged by the Applicants with a tenancy deposit scheme. The deposit continued to be lodged with that scheme as at the date of the hearing.
20. By reference to the rent account the Applicants highlighted that the Respondent had fallen into arrears of rent during the term of the tenancy. From April 2023 the Tenant had reduced his rental payments to £600 per month. The Applicants accepted that they had agreed to the Respondent reducing his rental payments at that time for a period of up to six months. The Applicants had agreed that the Respondent could reduce his rental payments by £50 per month provided he then repaid any shortfall by the end of that six month period. The Rent account

fell into arrears whilst that arrangement between the parties was in place. The Respondent did not pay the shortfall of rent due within the agreed six month period. The Respondent thereafter failed to pay any rent for the month of April 2024. By April 2024 the Respondent was due rent arrears of £1420. By the end of July 2024 the Respondent's arrears of rent had risen to £1869.

21. The Applicants accepted that by August 2024 the Respondent had taken steps to clear the arrears of rent due. From August 2024 onwards the Respondent had made regular payments towards the rent due and no further substantive arrears of rent were thereafter accrued by the Respondent.
22. In their evidence to the Tribunal the Applicants explained their concerns that the Respondent could not afford the rent due under the tenancy agreement, although they were not able to produce any evidence to substantiate this claim. The Applicants stated that they had been supportive towards the Respondent during the period which the rent arrears had accrued. They were concerned that the Respondent had failed to engage with the Applicants or their letting agents to discuss the rent arrears which had accrued and that the Respondent had ignored letters, email and visits from the letting agents to discuss any proposals from the Respondent to pay the arrears which had accrued.
23. The Applicants gave evidence that their own mental health and well-being had been impacted by the stress of dealing with the Respondent and the rent arrears which had accrued. In their written statement the Applicants stated that they considered that they should not be expected to extend the "vast" leeway and support which they had put forward to the Respondent.
24. The Applicants consider that an eviction order is a fair and equitable remedy upon which they wish to insist.
25. The Respondent's representative referred to the written submissions which had been lodged on behalf of the Respondent and answered questions from the Tribunal members
26. The Tribunal noted that the Applicant had sought advice from Glasgow's Helping Heroes, part of SSAFA, the Armed Forces Charity. That organisation had supported and assisted the Applicant in relation to accessing funds to allow the Respondent to clear his rent arrears. That support had also assessed the Respondent's ability pay future rent. The Respondent is now receiving universal credit of £650 per month which is paid towards his rent. The Respondent pays the balance of current rent in the sum of £78 per month. The Respondent has been supported in his applications for benefits by the Citizens Advice Bureau. It has been assessed by the Respondent's benefit advisors that it continues to be affordable for the Respondent to pay his ongoing rent.
27. The Respondent is a military veteran. He has experienced significant and challenging life events in recent years. It is submitted on his behalf that he has suffered from deteriorating mental health leaving him unable to make the simplest of decisions.

28. When the Respondent accrued arrears of rent, he sought assistance from military charities. That assistance supported the Respondent in accessing funds to clear arrears of rent due. They have further supported him by accessing benefits. The support available to the Respondent will continue to assist the Respondent with further financial and benefits advice.
29. The Respondent's representative explained that she understood that if the Respondent was evicted he would not be eligible to be permanently housed by the Local Authority as he would be considered to be intentionally homeless. It was submitted that this would have a devastating impact on the Respondent.
30. The Respondent's representative submitted that the Respondent is engaging with support available to him. He has attempted to seek permanent alternative housing from social housing providers but is unlikely to be offered such accommodation as he is deemed to be appropriately housed at this time.
31. The Respondent's representative submitted that it would not be reasonable to evict the Respondent in these circumstances.

32. Findings in Fact and in Law

33. On 10th June 2022 the Applicants let the Property to the Respondent under a Private Residential Tenancy Agreement with commencement on that date ("the Tenancy").
34. The rent due to be paid by the Respondent under the terms of the tenancy agreement was £650 per month as at the commencement of the tenancy between the parties. The Rent due under the tenancy agreement was subsequently increased to £728 per month from November 2024.
35. The Respondent paid a deposit of £875 at the commencement of the tenancy. That deposit continues to be held by the Respondent in an approved tenancy deposit scheme.
36. From March 2023 the Respondent started to accrue arrears of rent. By April 2024 the Respondent had accrued rent arrears of rent in the sum of £1420.
37. By August 2024 the Respondent had paid accrued rent arrears and thereafter continues to make regular payments towards the monthly rent due in terms of the tenancy between the parties.
38. Notice to Leave was emailed to the Respondent on 26th January 2024.
39. The Applicant raised proceedings for an order for eviction with the Tribunal, under Rule 109, relying in part on Ground 12 of Schedule 3 part 1 of the 2016 Act on 28th May 2024,

40. A section 11 notice in the required terms of the *Homelessness Etc. (Scotland) Act 2003* was served upon Glasgow City Council on the Applicant's behalf.

41. It is not reasonable to issue an eviction order on account of those facts.

Reasons for Decision

42. The application was in terms of rule 109, being an order for eviction of a PRT. We were satisfied, on the basis of the application and supporting papers, that the Notice to Leave had been competently drafted and served upon the Respondent

43. Ground 12 of Schedule 3 to the 2016 Act (as amended and applying to this application) states that:

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

44. The Tribunal were satisfied, on the uncontested evidence provided, that the Respondent has been in arrears of rent for three or more months. The Respondent accepted that he had been in arrears of rent from March 2023 until August 2024. On that basis the Tribunal determined that paragraph 3(1)(a) of Ground 12 was satisfied.

45. The Tribunal then considered whether it was reasonable to issue an eviction order under paragraph 3(b) of Ground 12.

46. In determining whether it is reasonable to grant the order, the Tribunal is required to balance all the evidence which has been presented and to weigh the various factors which apply to the parties

47. In this case the Tribunal finds that it is not reasonable to grant the order.

48. The Tribunal considered the application and written representations lodged by the parties, together with evidence heard at the hearing, in reaching a decision.

49. By the date of the hearing the Respondent had cleared rent arrears due to the Applicants. He had sought advice and support in relation to management of his finances and had established entitlement to regular payments of

housing benefit towards his rent. No further arrears of rent were accruing as due to the Applicants as at the date of the hearing.

50. The Tribunal accepted the uncontested evidence that an eviction order would have a significant impact upon the Respondent. The Respondent is likely to be homeless because of an eviction order. He has had some challenging life events which have affected his mental health and the loss of his tenancy is likely to exacerbate these challenges. The Tribunal placed weight upon the fact that the Respondent had sought assistance and had cleared his rent arrears. The Respondent had acted upon the information provided to him as part of the required pre action protocols. He had resolved the default of the terms of his tenancy agreement.

51. The Tribunal also accepted that the period of rent arrears placed the Applicants under stress. The Applicants clearly wished to terminate the tenancy with the Respondent as they found that letting the Property had been stressful due to the additional requirements of engaging with the Respondent to ensure that rent was paid. The Applicants had sought to support the Respondent during the initial period of his rent arrears, but they considered that the rent arrears had accrued over too long a period and wished to recover the Property for that reason.

52. Having considered all of the evidence the Tribunal are satisfied that the weight of evidence favours the interests of the Respondent who is likely to be significantly impacted by an eviction order.

53. In all the circumstances the Tribunal do not consider it is reasonable to grant an order of eviction

Decision

54. The Tribunal refuses to grant an order against the Respondent for eviction from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016.

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 Cowan

3rd November 2025

Legal Member/Chair

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Date