

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(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)

Chamber Ref: FTS/HPC/EV/25/0964

Re: PF1, 4 Lorne Square, Edinburgh, EH6 8QR (“the Property”)

Parties:

Places for People Scotland Limited, a company incorporated under the Companies Acts with company number SC278428 and having its registered office address at 1 Hay Avenue, Edinburgh, EH16 4RW (“the Applicant”)

Ms Anife Isein, PF1, 4 Lorne Square, Edinburgh, EH6 8QR (“the Respondent”)

Tribunal Members:

Pamela Woodman (Legal Member) and Elizabeth Dickson (Ordinary Member)

Present:

The case management discussion took place at 10am on Wednesday 17 December 2025 by teleconference call (“**the Second CMD**”). The Applicant was not present but was represented by Mr Kenneth Caldwell of Patten & Prentice LLP. The Respondent was not present and was not represented. The clerk to the Tribunal was Lisa McMonagle. This case was conjoined with the case with reference FTS/HPC/CV/25/0967.

BACKGROUND

1. An application had been made to the Tribunal under section 51(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 109 (*Application for an eviction order in relation to a private residential tenancy*) of the HPC Rules.
2. The order sought from the Tribunal was an eviction order against the Respondents in respect of the Property on the basis of ground 12 (rent arrears over three months).

3. Ground 12 of schedule 3 to the 2016 Act provides that:

- “(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 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. The application form was dated 5 March 2025 and copies of various documents were provided, including:

- a. the private residential tenancy agreement between the Applicant and the Respondent dated 7 and 18 December 2023 (“**Tenancy Agreement**”).
- b. a notice to leave dated 17 January 2025 addressed to the Respondent at the Property (“**Notice to Leave**”), which stated that an application would not be submitted to the Tribunal for an eviction order before 17 February 2025 and that the eviction ground was “You are in rent arrears over three consecutive months” (ground 12).
- c. covering e-mail to the Respondent (using the e-mail address for notices set out in the Tenancy Agreement) dated 17 January 2025 attaching the Notice to Leave.
- d. a notice under section 11(3) of the Homelessness etc. (Scotland) Act 2003, together with the covering e-mail sending it to the local authority on 28 February 2025.
- e. rent account covering the period from 1 December 2023 to 14 February 2025 and which showed arrears of rent as at 27 February 2025 of £7,725.38 but included a balance of £3,715.64 transferred from another account and rent charged at £669.50 per calendar month.
- f. landlord’s rent increase notice dated 2 April 2024 (“**2024 Rent Increase Notice**”) which intimated that the rent was to be increased to £700.05 per month as from 5 July 2024 (but did not state the then current rate of rent which was subject to the increase) and narrated that there had been no previous rent increase.
- g. pre-action protocol correspondence.

5. A notice of acceptance of the application was issued dated 1 April 2025 under rule 9 of the HPC Rules.

6. A case management discussion had been held on Thursday 24 July 2025 (“**the First CMD**”), at which the Applicant was represented by Mr Caldwell but the Respondent was not present and was not represented. A detailed note was produced and directions were issued following the First CMD.
7. The notice of direction included, amongst other things, that the Applicant was “*required to provide...*”:
 - a. *An up-to-date rent statement which relates only to payments arising under the tenancy agreement between the parties (with a start date of 1 December 2023), is in chronological order, and sets out both the rent due and payable to the Applicant under the tenancy agreement and rent payments made by or on behalf of the Respondent relating to that tenancy.*
 - b. ***If** the Applicant will seek to argue that the rent payable by the Respondent in respect of the tenancy with a start date of 1 December 2023 was agreed as an amount greater than the amount stated in the tenancy agreement: (i) all relevant documentation on which the Applicant will seek to rely, (ii) written submissions as to the legal basis for disregarding the express provision of the tenancy agreement with regard to the amount of rent payable per month, and (iii) an up-to-date rent statement taking into account the greater amount which is submitted to be due.*
 - c. ***If** the Applicant will seek to argue that any arrears relating to a previous tenancy are relevant to consideration of the application for an eviction order under the tenancy agreement between the parties (with a start date of 1 December 2023): (i) all relevant documentation on which the Applicant will seek to rely (including the previous tenancy agreement and any agreement regarding those arrears), (ii) written submissions as to the legal basis for taking those arrears into account in considering an eviction order under the tenancy agreement between the parties (with a start date of 1 December 2023), and (iii) an up-to-date rent statement taking into account the previous arrears which are submitted to be due.*
 - d. *Written submissions as to why it would be reasonable for the Tribunal to grant an eviction order against the Respondent.”*
8. By e-mail dated 18 August 2025 in response to the directions, Mr Caldwell:
 - a. confirmed that the rent stated in the Tenancy Agreement was in error and reflected the rent at the commencement of the earlier joint tenancy. He noted that it had been copied over in error when the new tenancy template was created but that the Applicant accepted the consequences of that error and that the updated rent statements had been revised to take account of the rent stated in the Tenancy Agreement.
 - b. provided three updated rent statements, which were respectively stated to cover:
 - i. the arrears under the original joint tenancy to the Respondent and her late husband (showing an outstanding balance of £3,715.64 in respect of the rent payable to 30 November 2023).
 - ii. the arrears under the sole tenancy of the Respondent but with no carry forward of the arrears of rent from the previous joint tenancy (showing an

outstanding balance of £3,160.05 in respect of the rent payable to 31 August 2025).

- iii. the rent on the sole tenancy but with an opening balance to reflect the transfer of the arrears from the previous joint tenancy (showing an outstanding balance of £6,875.69 in respect of the rent payable to 31 August 2025).

9. By e-mail on the day before the Second CMD (16 December 2025 timed at 15:23), Mr Caldwell provided:
 - a. an updated rent statement (showing an outstanding balance of £7,376.54 in respect of the rent payable to 31 December 2025, including the rent arrears from the previous joint tenancy) and noted that the Respondent had been making regular payments in respect of both the current rent and towards the arrears.
 - b. an e-mail exchange with the Respondent in which the Respondent agreed by e-mail on 30 November 2023 to the rent arrears from the previous joint tenancy (in the name of the Respondent and her late husband) being carried forward to the new property account.
 - c. landlord's rent increase notice dated 25 March 2025 ("**2025 Rent Increase Notice**") which intimated that the rent was to be increased from £700.05 to £725.25 per month as from 5 July 2025.

10. The Respondent had not provided any written representations in advance of the Second CMD.

PROCEEDINGS

11. It was noted that the information provided on 16 December 2025, whilst copied to the Respondent, had not been provided at least 14 days prior to the Second CMD. Mr Caldwell confirmed that he was not seeking to amend the sum claimed in terms of the civil proceedings case but that it was intended to provide the Tribunal with up-to-date information on the rent arrears for the purposes of considering ground 12, including noting the payments made by the Respondent.
12. The Tribunal noted that the Respondent had not been given adequate notice of or opportunity to respond to the information provided by e-mail on 16 December 2025.
13. Mr Caldwell confirmed that the Respondent was still in occupation of the Property.
14. Mr Caldwell noted that the Respondent and her late husband had had a tenancy of the Property since 2022 but, when the Respondent's husband died in 2023, it was agreed that a new tenancy agreement, i.e. the Tenancy Agreement, would be entered into in the sole name of the Respondent. He noted that this was in order to assist the Respondent in seeking housing benefit.
15. Mr Caldwell acknowledged that the Tenancy Agreement narrated a rent of £650 per calendar month, which was an error and should have been £669.50 per calendar month, but that the Applicant accepted the consequences of that error

and so the updated rent statements provided reflected a rent of £650 per calendar month until the first rent increase applied.

16. Mr Caldwell confirmed that the Applicant did not intend to enforce any eviction order granted if the Respondent continued to pay the current rent and £100 per month towards the rent arrears.

FINDINGS IN FACT

17. The Tribunal noted that the Tenancy Agreement narrated that:
- a. the start date was 1 December 2023;
 - b. rent was payable at a rate of £650 per month, on or before the 1st of the month;
 - c. a rent deposit of £750 was to be paid;
 - d. notices to be served under the Tenancy Agreement were to be served using the email addresses set out in the Tenancy Agreement.
18. The temporary cap on increases of rent as set out in the Cost of Living (Tenant Protection) Act 2022 did not apply when either the 2024 Rent Increase Notice or 2025 Rent Increase Notice were issued.
19. Based on the rent statements provided, the Respondent had paid rent at the increased rent intimated in the 2024 Rent Increase Notice (namely £700.05 per calendar month) after 5 July 2024 and Mr Caldwell confirmed that the Respondent had not responded to the 2025 Rent Increase Notice. Accordingly, based on this confirmation, the Tribunal was satisfied, on the balance of probabilities, that the increased rent intimated in the 2025 Rent Increase Notice had taken effect from 5 July 2025.
20. The Tribunal found that, for the purposes of ground 12, only arrears arising under the Tenancy Agreement (but not those in respect of any prior joint tenancy) should properly be taken into account.
21. The Tribunal was satisfied, on the balance of probabilities, that:
- a. there were arrears of rent under the Tenancy Agreement of £3,160.05 as at 12 August 2025. This approximately equated to 4.9 months' rent at a rate of £650 per calendar month, 4.5 months' rent at a rate of £700.05 per calendar month or 4.4 months' rent at a rate of £725.25 per calendar month.
 - b. there had been arrears of rent payable of some amount under the Tenancy Agreement since December 2023, so over 2 years.

REASONS FOR DECISION

22. The Tribunal was satisfied, on the balance of probabilities, that:
- a. the requisite notices were valid and had been validly served (and received by the Respondent);

- b. there had been rent arrears for three or more consecutive months;
- c. it was reasonable to grant an eviction order in the circumstances of this case. This was on the basis that:
 - i. primarily, the Respondent had been in arrears of rent under the Tenancy Agreement (of some amount) for over thirteen months when the Notice to Leave was issued, the amount of arrears at that time being £3,973.24;
 - ii. there had been arrears of rent under the Tenancy Agreement of some amount since December 2023, a period of over two years;
 - iii. whilst the Respondent was making payments towards the rent arrears, those arrears would not be cleared (if payments continued at the same rate) for over three years; and
 - iv. there had been two case management discussions and the Respondent had not provided any submissions to the Tribunal objecting to the granting of an eviction order, or at all.

23. Accordingly, the Tribunal found that ground 12 (rent arrears) of schedule 3 to the 2016 Act applied.

DECISION

24. The Tribunal granted the application under section 51(1) of the 2016 Act for an eviction order on the basis of ground 12 (rent arrears). However, the Tribunal determined that the eviction order could not be enforced before Friday 30 January 2025 on the basis that the decision would require to be intimated to the Respondent by post.

Right of Appeal

In terms of Section 46 of the Tribunals (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.

P S Woodman

17 December 2025

Chair

Date