



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 and Schedule 3 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 (Rules of Procedure) Regulations 2017 (the 2017 Rules)

Chamber Ref: FTS/HPC/EV/24/4810

Re: Property at 24 Pitreavie Court, Hamilton, ML3 8DD (the Property)

Parties:

Mr Mahmood Ul Hussan, 20 Juniper Drive, Hamilton, ML3 8ST (the Applicant)

The Property Store, 111 Albert Drive, Glasgow, G41 2SU (the Applicant's Representative)

Miss Lynette McMahom, 24 Pitreavie Court (the Respondent)

Tribunal Members:

Ms Susanne L. M. Tanner KC (Legal Member)

Ms Elizabeth Williams (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (the tribunal):

(1)(i) was satisfied that Ground 12(1) in Schedule 3, Part 3 to the 2016 Act was established by the Applicant, in that for three or more consecutive months the Respondent had been in arrears of rent; and (ii) was satisfied that it was reasonable on account of that fact to issue an eviction order; and

(2) made an order for eviction in terms of Section 51 of the 2016 Act.

The decision of the tribunal was unanimous.

Statement of Reasons

Procedural Background

1. On 17 October 2024, the Applicant's Representative made an application to the tribunal in terms of 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 (Rules of Procedure) Regulations 2017 (the 2017 Rules).
2. The Applicant seeks the Respondent's eviction from the Property in terms of Section 51 of the 2016 Act under Ground 12 of Schedule 3 to the 2016 Act, in summary that the tenant has been in arrears or rent for three or more consecutive months.
3. The Applicant provided the following documents in support of the Application:
 - 3.1. Private Residential Tenancy Agreement;
 - 3.2. Notice to Leave and proof of delivery;
 - 3.3. Copy of Section 11 notice sent to the local authority and proof of delivery; and
 - 3.4. Rent statement.
4. The tribunal's administration obtained a copy of the title sheet for the Property which shows that the Applicant has been the registered proprietor since 29 March 2021.
5. The tribunal confirmed that the Applicant is the registered landlord with Landlord Registration Scotland.
6. The Application was accepted for determination by the tribunal. A Case Management Discussion (CMD) teleconference was fixed for 5 August 2025 at 1400h.
7. The tribunal sent letters of notification to all parties dated 13 June 2025 with the date, time and arrangements for joining the CMD in relation to the Application. The Respondent was invited to make written representations in response to the Application by 4 July 2025. Both parties were advised that they were required to attend the CMD. The parties were advised that the tribunal may do anything at a CMD which it may do at a hearing, including making a decision on the application which may involve making or refusing an eviction order. The parties were also advised that if they do not attend the CMD this would not stop a decision or order being made if the tribunal considers that it has sufficient information before it to do so and the procedure has been fair.

8. Service of the Application paperwork and notice of the CMD on the Respondent at the Property was by Sheriff Officers.
9. The Respondent did not submit any representations in the specified time period. The Respondent did not make any contact with the tribunal.
10. A Case Management Discussion (CMD) took place on 5 August 2025, before a different chairing legal member and an ordinary member of the tribunal. Reference is made to the Notes on the CMD which are referred to for their full terms. The Respondent did not attend the CMD and it was conducted in her absence under Rule 29 of the 2017 Rules. The CMD was adjourned to another CMD. The reason for the adjournment was to allow the Respondent to demonstrate compliance with the payment proposal of paying £375.00 per month towards the arrears, in addition to payment of £625.00 per month in rent. The Applicant's Representative was asked to lodge an update rent statement prior to the next CMD.
11. An updated rent statement was sent to the tribunal by the Applicant's Representative on 19 January 2026 and crossed over to the Respondent.

CMD: 30 January 2026, 1000h, Teleconference

12. Mr Ahmed attended from the Applicant's representative.
13. The Respondent did not attend. The clerk confirmed that there is no email consent from the Respondent has been given as she has never engaged in the proceedings so notification of the CMD was sent to her via post by letter 10 December 2025. Mr Ahmed said that the Respondent is still residing in the Property. Mr Ahmed said that he spoke to her a couple of days ago on the telephone and she is aware of today's hearing. He has arranged an inspection on 12 February 2026.
14. The tribunal was satisfied that the requirements of Rule 24(1) regarding the giving of notice of a hearing have been duly complied with and proceeded with the application upon the representations of the party present, in term of Rule 29 of the 2017 Rules.
15. The Respondent has not opposed the application for an eviction order or lodged any defence.

Applicant's Representative's submissions

16. Mr Ahmed confirmed that he is asking the tribunal to make the eviction order today.

17. Mr Ahmed said that in May 2024 the arrears were nearly £2800.00. That is when the Notice to Leave was sent (on 29 May 2024). Then she said she would pay £50.00 per week towards the arrears. Mr Ahmed agreed to the proposal and said that they would wait for the court hearing date and monitor the promise. That promise was broken after 3 weeks in October 2024. The first hearing was on 10 August 2025. At that time her arrears were £1375.00. Just before that court hearing she again contacted via email with a new proposal, saying that she would pay £375.00 towards the arrears if they let her stay in the property. Mr Ahmed requested a postponement of that CMD which was rejected. The CMD took place on 5 August 2025. She did not attend. At the CMD Mr Ahmed explained that she had made the promise. Shortly before the hearing, the first payment in July 2025 came for £1000.00 (rent plus £375 towards arrears). That was the only payment that was made at the agreed amount. On 11 August 2025, the payment was £900.00 (rent plus £275.00 towards arrears). September it was £800.00 (rent plus £175.00 towards arrears). After that she did not pay a penny towards arrears. In December 2025 she paid £125 short on her rent and more arrears accrued. While arrears dropped in July, August, September 2025, they went up again. As at today (30 January 2025) the arrears are £1050. Mr Ahmed believes that they have given her more than enough time.
18. Mr Ahmed said that the agents have requested on a number of occasions to inspect the property and speak to the tenant about her circumstances to see if they can help her in any way. When they spoke previously, she mentioned getting a court order to get a house from the housing association. When they spoke a couple of days ago she said she would still like to stay in the property. Mr Ahmed asked her if she has applied for social housing. She did not provide a response. Mr Ahmed said that she has not given access to the gas engineer twice. It is a three bedroomed end terraced villa. According to the Respondent, it is her and her 16 year old daughter living in the Property. When the gas engineer was last in the Property he said that there were around 6 people in the Property. When Mr Ahmed was at the Property to inspect about 2.5 years ago there were beds in every room. Mr Ahmed believes there may still be more people staying. Mr Ahmed has arranged an inspection for 12 February 2026. When he spoke to the Respondent two days ago she did not say anything at all about rent arrears.
19. Mr Ahmed says that they have offered to do their best to assist her. The landlord is now very frustrated. They do not see any motivation from her side or any commitment from her side. Furthermore she is paying £625 per month, whereas the current market rent is £950.00 in that area. The Applicant has been reluctant to increase the rent to the market rate because she is not paying the arrears. The Applicant wishes to increase the rent to the current market rate when the Applicant is evicted.

20. Mr Ahmed said that the DWP rejected the application he made on behalf of the Applicant for direct payment of rent and rent arrears. They did not give a reason and told him to speak to the tenant. Mr Ahmed does not know if she was claiming universal credit when that application was made. The payments that are made to their account come from the respondent from her bank account. Mr Ahmed does not know whether she is currently claiming universal credit. When he spoke to her two days ago, she was not very cooperative and she did not give too much information. They have not reapplied for rent to be direct by DWP as they wish to proceed with the eviction.
21. Mr Ahmed said that he is not aware of any health conditions or disabilities of the Respondent or her daughter. The property is not adapted for disabilities.
22. Mr Ahmed said that when he spoke to the Respondent two days ago she did not say whether she was planning to turn up to this CMD.
23. Mr Ahmed asked the tribunal to make the eviction order to be made on the basis of Ground 12, namely that the Respondent had been in arrears of rent for three consecutive months. The current arrears as at 28 November 2025 are £1050.00.

24. The tribunal makes the following findings-in-fact:

- 24.1. The Applicant is the proprietor of the Property.
- 24.2. There is a private residential tenancy agreement between the Applicant and the Respondent for the Property which began on 11 November 2022.
- 24.3. Rent is payable at the rate of £625.00 per calendar month in advance from the start of the tenancy on 11th of each month.
- 24.4. On 29 May 2024, a Notice to Leave containing ground 12 of Schedule 3 to the 2016 Act was served on the Respondent.
- 24.5. As at 29 May 2024, the rent arrears were £2175.00.
- 24.6. The Applicant has given the Respondent at least 28 days' notice that he requires possession.
- 24.7. The Application to the tribunal was made on 17 October 2024.
- 24.8. There have been consecutive arrears of rent since May 2023.

- 24.9. The Respondent has entered into payment plans for rent arrears which she has not adhered to.
- 24.10. The Respondent most recent payment arrangement with the Applicant was in around July 2025, and the Respondent agreed to pay £375.00 per month towards the arrears in addition to her rent.
- 24.11. The Respondent made one payment as agreed in July 2025 and has failed to adhere to the agreement since that time.
- 24.12. As at 30 January 2026, there have been rent arrears for more than three consecutive months.
- 24.13. As at 30 January 2026, the rent arrears are £1050.00.
- 24.14. The Respondent continues to reside in the Property.
- 24.15. The Respondent resides with one 16 year old daughter.
- 24.16. The Property is not adapted for disabilities.
- 24.17. The rent arrears are not a consequence of delay or failure in payment to the Respondent of relevant benefits.
- 24.18. The Respondent has not engaged with the proceedings or opposed the application for eviction.
- 24.19. The Respondent has failed to attend two Case Management Discussions on 5 August 2025 and 30 January 2026.

Discussion

25. The order for eviction is sought in terms of Section 51 and paragraph 12(2) of Schedule 3 to the 2016 Act. The tribunal is satisfied that the facts required in paragraph 12(2) of Schedule 3 to the 2016 Act have been established.

26. In relation to reasonableness, reference is made to the tribunal's findings in fact. The Respondent has not opposed the application for eviction. She has not engaged with the proceedings and she has failed to attend both CMDs. She has not produced any defence. She has had the opportunity to obtain legal or housing advice. There is no evidence that the failure to pay the arrears is a result of a delay in payment of relevant benefits or that there is any other reason why it would not be reasonable to evict her from the Property. The tribunal was satisfied that it was reasonable to evict the Respondent in the circumstances of the case.

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.

Ms. Susanne L. M. Tanner K.C.
Legal Member/Chair

30 January 2026