



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”)

Chamber Ref: FTS/HPC/EV/25/3849

Re: Property at 45C Bruce Street, Bellshill, ML4 1PW (“the Property”)

Parties:

LMQ Investments Ltd, 10 Dermontside Close, Glasgow, G53 7ZT (“the Applicant”)

Ms Samantha Chivers, 45C Bruce Street, Bellshill, ML4 2PW (“the Respondent”)

Tribunal Members:

Craig Chisholm (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

Background

1. By application dated 8th September 2025, the applicant sought an order under section 51 of the 2016 Act and in terms of rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (procedure) Regulations 2017 (“the procedure rules”). On 2nd October 2025 the application was accepted by the tribunal and referred for determination by the tribunal.
2. A Case Management Discussion (CMD) was set to take place on 12th February 2026, and appropriate intimation of that hearing was given to all parties.

The Case Management Discussion

3. The CMD took place on 13th February 2026 *via* telephone conference call. The applicant was represented by their director, Mr Gary McQuarrie.

4. The tribunal explained the purpose of the CMD and the powers available to the tribunal to determine matters.
5. The tribunal asked various questions of the applicant's representative with regards to the application.
6. He confirmed the applicant's wished for the order for eviction to be made.

Findings in Fact

7. The applicant is the registered owner of the property.
8. The applicant and the respondent(s) are respectively the landlord and tenants who entered into a tenancy agreement for the property, commencing on 15th November 2024, despite the tenancy agreement stating the commencement date on 19th December 2024.
9. The tenancy agreement was a private residential tenancy in terms of the Act.
10. The initial agreed monthly rental was £400. The rent was increased to £625 per month from July 2025.
11. On 29th July 2025 the applicant served upon the respondent(s) a notice to leave as required by the Act. Service was effected by email and Recorded Delivery on 29th April 2025. The notice informed the respondent(s) that the applicant wished to seek recovery of possession of the let property using the provisions of the Act. The notice set out one of the grounds contained in schedule 3 of the Act, namely ground 12 (that the tenant had been in arrears of rent for three or more consecutive months). The notice was correctly drafted in accordance with the requirements of the act and gave appropriate notice period as required in law.
12. Arrears at the date of service of the Notice to Leave (NTL) were £2,250. The applicant provided submissions that the arrears included accounting for an increased rent *via* a rent increase notice that was served on the respondent increasing the rent to £625 per calendar month from 19th July 2025. This evidence was unchallenged and no formal confirmation of the purported rent increase was considered by the tribunal.
13. Arrears started to accrue immediately upon the commencement of the tenancy agreement. At the date of lodging of the application arrears amounted to £2,850.
14. The amount of arrears at the date of the CMD was *circa* £4,000.

15. Appropriate accounting had been provided in respect of the outstanding rent with the application to the tribunal and further submissions were made by the applicant's representative regarding a rent increase.

16. The basis for the order for possession on ground 12 was thus established.

Reasons for Decision

17. The order of possession sought by the applicant was based on ground specified in the Act and properly narrated in the notice served on the respondent. The tribunal were satisfied that the notice had been served in accordance with the terms of the Act and the applicant was entitled to seek recovery of possession based upon those grounds.

18. The tribunal accepted the evidence presented on behalf of the applicant with regard to the rent arrears. A rent statement was produced setting out the history of the arrears. Since the commencement of the tenancy agreement, the respondent has failed to pay the full rent as it fell due and significant arrears have accrued. The last payment made by the respondent was in April 2025. Since then no further payments has been made.

19. The tribunal was satisfied that the tenant has been in arrears for a period far in excess of three consecutive months. The tribunal accepted the unchallenged evidence of Mr McQuarrie on behalf of the applicant. The tribunal accepted that the applicant had made appropriate attempts to encourage the respondent to deal with the arrears.

Decision

20. The ground for eviction based on rent arrears was accordingly established.

21. The tribunal has a duty, in such cases, to consider the whole of the circumstances in which the application is made. It follows that anything that might dispose the tribunal to grant the order or decline to grant the order will be relevant. This is confirmed by one of the leading English cases, *Cumming v Danson*, [1942 2 All ER 653 at 655, where Lord Green MR said:

“In considering reasonableness... it is, on my opinion, perfectly clear that the duty of the Judge is to take into account all relevant circumstances as they exist at the date of the hearing. That he must do in what I venture to call a broad commonsense way as a man of the world, and come to his conclusions given such weight as he thinks right to the various factors in the situation. Some factors may have little or no weight, others may be decisive, but it is quite wrong for him to exclude from his consideration matters which he ought to take into account.”

22. 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.
23. In this case, the tribunal finds that it is reasonable to grant the order. The balance of reasonableness in this case is weighted towards the landlord in this application for the following reasons.
24. The level of arrears is extremely high, and it is unlikely that the arrears will ever be repaid. There is no evidence the respondent is making any attempt to meet the rent. The respondent did not take part in proceedings and had lodge no written representations with the tribunal despite being offered to do so. Mr McQuarrie believed the respondent is not working and in receipt of housing benefits and still has not paid rent. It is suspected the respondent lives in the property herself, perhaps with a partner, and there does not appear to be any apparent health issues.
25. The respondent has provided no explanation for the failure to meet the rental obligations. The arrears at the CMD are a significant sum and there appears to be no likelihood of them being repaid by the respondent. The applicant is suffering financially due to the respondent failing to meet the rental obligations.

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.

Craig Chisholm

13/02/2026

Legal Member/Chair

Date