



**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**

**Chamber Ref: FTS/HPC/EV/25/3387**

**Re: Property at 5C Forrester Park Drive, Edinburgh, EH12 9AY (“the Property”)**

**Parties:**

**S & RC Properties LTD, 2 East Craigs Wynd, Edinburgh, EH12 8HJ (“the Applicant”)**

**Ms Barbara Hambling, 5C Forrester Park Drive, Edinburgh, EH12 9AY (“the Respondent”)**

**Tribunal Members:**

**Mary-Claire Kelly (Legal Member) and Eileen Shand (Ordinary Member)**

**Decision (in absence of the Respondent)**

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

**Background**

1. By application dated 7 August 2025 the applicant seeks an order for eviction, relying on ground 12 (rent arrears for three or more consecutive months) in Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016. The application was conjoined with application reference FTS/HPC/CV/25/3394 seeking an order for payment in respect of rent arrears.
2. The applicant lodged the following documents with the application:
  - Copy tenancy agreement
  - Letter to the respondent with Notice to Leave and Guidance dated 12 May 2025 with proof of delivery

- Rent statement
  - Pre action letters to the respondent dated 16 August, 5 November and 18 December all in 2024.
  - Notice under section 11 of the Homelessness Etc. (Scotland) Act 2003.
  - Rent increase notices
3. A case management discussion (“cmd”) was assigned for 26 February 2026.

**Case management discussion (“cmd”) – teleconference – 26 February 2026**

4. The applicant was represented by Mr Puren, Director, Pure Property Management. The respondent was not present or represented. Sheriff Officers had served papers at the respondent’s address on 14 January 2026. The Tribunal was satisfied that the respondent had been properly notified of the cmd and proceeded with the cmd in her absence in terms of rule 29.
5. Mr Puren sought an order for eviction. He stated that at the date the application was submitted the amount of outstanding rent arrears was £5839. Since that date the respondent’s son had made some payments to the rent account in August 2025. He stated that the respondent was in receipt of universal credit housing costs however the amount was not sufficient to cover the full rent due of £1085 per month. Mr Puren stated that the shortfall in housing benefit was likely due to the fact that the property was a 3 bedroom flat with the respondent the sole occupant. It was likely that she would be subject to an under occupancy reduction in the amount of benefit available.
6. Mr Puren stated that the letting agents had made numerous attempts to engage with the respondent to discuss the arrears via email, letter and text message however she was largely uncommunicative. He stated that they had spoken to her son who had made some payments to the arrears however there remained a significant amount of arrears outstanding.

7. Mr Puren stated that the landlord in the lease Mr Chohan had transferred the property to S&RC Property Ltd, a company of which he is a Director. He stated that the company had a number of other rental properties. He stated that there was an outstanding mortgage over the property and that due to broader financial issues the applicant had been considering selling some of their rental properties.
8. Mr Puren stated that as far as he was aware the respondent lived alone. She was 60 years old. He stated that he had received correspondence indicating that she had applied for universal credit housing costs around March 2024. Mr Puren stated that there were a number of months after May 2025 when the respondent had not paid anything towards the rent. He had contacted universal credit to request that the benefit be paid directly to the letting agents however the request had not been granted.
9. Mr Puren stated that he was aware that the respondent was keen to live in the property as it was an area she was familiar with and her son lived locally, He stated that the pre-action letters sent to the respondent had given her details of advice agencies who might be able to assist her with applying for additional benefits however she appeared not to have taken any action.
10. Mr Puren stated that there had been a number of complaints regarding the respondent's conduct within the tenancy relating to the smell of smoke, her dog soiling the back garden and her not managing her refuse collection properly.
11. Mr Puren submitted an updated rent account on the morning of the hearing spanning the period from February 2022 and showing that outstanding rent arrears amounted to £5118.93 as at the 20 February 2026.

### **Findings in fact and law**

12. The respondent entered into a tenancy agreement with Shakil Chohan with a commencement date of 1 June 2018.
13. Shakil Chohan transferred the property to the applicant S&RC Property Ltd.
14. Shakil Chohan is a Director of S&RC Property Ltd.

15. Monthly rent due in terms of the agreement was initially £835.
16. Rent increase notices were validly served upon the respondent which increased the monthly rent to £1035 as at the date of the cmd.
17. The respondent is in receipt of universal credit housing costs paid directly to her.
18. A notice to leave was served on the respondent on 12 May 2025 advising her that the applicant sought to recover possession of property relying on ground 12.
19. The respondent had been in rent arrears for more than 3 consecutive months at the date the notice to leave was served.
20. Arrears as at 20 February 2026 amounted to £5118.93.
21. The letting agents sent pre action correspondence to the respondent on 16 August, 5 November and 18 December all in 2024.
22. The respondent is 60 years old and resides alone in the property.
23. The property is a 3 bedroom first-floor flat.
24. The respondent's housing costs benefit is insufficient to cover the rent charge over the property.

### **Reasons for the decision**

25. The Tribunal had regard to the application and the documents lodged by the applicant. The Tribunal also took into account Mr Puren's submissions at the cmd.

26. Rule 17(4) states:

*The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.*

27. Rule 18 states:

*Power to determine the proceedings without a hearing*

**18.—(1) Subject to paragraph (2), the First-tier Tribunal—**

**(a) may make a decision without a hearing if the First-tier Tribunal considers that—**

**(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and**

*(ii) to do so will not be contrary to the interests of the parties; and*  
*(b) must make a decision without a hearing where the decision relates to—*  
*(i) correcting; or*  
*(ii) reviewing on a point of law,*  
*a decision made by the First-tier Tribunal.*

*(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.*

28. The Tribunal was satisfied that it was able to make a determination and that it was not contrary to parties' interest to do so at the cmd without the need for a further hearing.

29. Ground 12 states:

*12(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.*

*(2) . . . . .*

*(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) In deciding under sub-paragraph (3) whether it is reasonable to issue an eviction order, the Tribunal is to consider—*

*(a) whether the tenant's being in arrears of rent over the period in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit and*

*(b) the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers in regulations.*

30. The Tribunal was satisfied on the basis of the rent accounts that had been lodged that the respondent had been in arrears of rent for a period in excess of

three months both at the date of service of the notice to leave and at the date of the cmd.

31. The Tribunal determined that a valid notice to leave had been served. It was noted that the notice to leave provided a notice period well in excess of the statutory period of 28 days. The Tribunal determined that this error in the relevant notice period did not materially affect the effect of the notice which was in all other respects correct and in fact had provided the tenant with an additional period within which to address the arrears issue.

32. In relation to question of reasonableness the Tribunal determined that the correspondence sent to the respondent complied with the pre-action requirements. The Tribunal had regard to the correspondence that had been lodged and accepted that the respondent had been provided with information relating to the rent arrears and guidance on how to access assistance in compliance with the pre-action requirements on multiple occasions.

33. The Tribunal was satisfied that the arrears at the property amounted to £5118.93 as at the date of the cmd. The respondent had not lodged any information which sought to demonstrate that the arrears were in any part due to issues with benefits.

34. The Tribunal took into account the unopposed information provided by Mr Puren. The Tribunal noted the high level of arrears and the impact that would have on the applicant particularly as there was an outstanding mortgage over the property. The Tribunal gave weight to the fact that the letting agents had made efforts to contact the respondent however she had failed to engage with them. The Tribunal took into account that a lump sum payment had been made in August 2025 to reduce the arrears by the respondent's son however since then the respondent had failed to meet the full rental liability each month which had resulted in arrears increasing.

35. The Tribunal gave weight to the fact that the respondent was 60 years old and had resided in the property since 2018. The Tribunal also took into account that her son lived locally and had made some payments to the rent account.

However, in the absence of any opposition to the application and taking into account the level of arrears, and ongoing underpayment the Tribunal considered that these factors did not outweigh the factors in favour of granting an order.

36. In the foregoing circumstances the Tribunal determined that it was reasonable to grant an order for eviction.

### **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.**

Mary-Claire Kelly

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Legal Member/Chair

26 February 2026\_\_\_\_\_  
Date