



**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/25/0254**

**Re: Property at 40 Carbrook Drive, Plean, Stirlingshire, FK7 8EQ (“the Property”)**

**Parties:**

**Mr Denis McNaughton, 62 Dundrennan Drive, Airdrie, ML6 8GT (“the Applicant”)**

**Mr Tyler Hughes, 40 Carbrook Drive, Plean, Stirlingshire, FK7 8EQ (“the Respondent”)**

**Tribunal Members:**

**Valerie Bremner (Legal Member) and Ahsan Khan (Ordinary Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order be granted in favour of the Applicant and against the Respondent in terms of Ground 12 of Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 in that the Respondent has been in arrears of rent for three or more consecutive months and it is reasonable on account of this fact to issue an eviction order.

**Background**

1. This application for an eviction order in terms of Rule 109 of the tribunal rules of procedure was first lodged with the tribunal on 17th January 2025 and accepted by the tribunal on 22<sup>nd</sup> January 2025. A case management discussion was set down for 7<sup>th</sup> August 2025 at 2 pm.

**Case Management Discussion**

2. The Applicant attended the case management discussion along with his representative from Love Letts Ltd. The Respondent did not attend the case management discussion, and the Tribunal Members noted that the tribunal papers

together with the date and time of the case management discussion hadhas been intimated to the Respondent by Sheriff officers posting the required documents through the letterbox at the property on 18<sup>th</sup> June 2025.

3. The Tribunal had sight of the application, a tenancy agreement, pre-action protocol letters to the Respondent, a Notice to Leave together with proof of receipt of the notice, a Section 11 notice together with proof of service of this notice, outstanding rent statements and a payment plan letter.

4. The Tribunal was advised that the tenancy had originally been a joint tenancy with Mr Hughes and his former partner, but they had split up and Mr Hughes continued with the tenancy on his own by agreement with the Applicant landlord. The tenancy agreement signed by the Respondent Mr Hughes only was dated 16<sup>th</sup> October 2024, but it was understood this had started on 1<sup>st</sup> October 2024. This agreement had the previous tenant's name printed on it too, but the Tribunal was advised that this was an administrative error, and it was clear that only the Respondent had signed the agreement as a tenant. The Respondent had been in occupation as the sole tenant before the agreement was signed in October 2024.

5. The monthly rent payable in terms of the tenancy is £400 per calendar month, payable weekly in advance. Statements of outstanding rent were lodged with the Tribunal and the Tribunal was advised that no rent had been paid for over a year. Arrears had built up before the new tenancy was signed and the rent arrears as of December 2024 had reached £2399. No correspondence had been received about the rent arrears and the Respondent was not answering the door at the property when calls were made. At one stage the Respondent had said he was moving out but said he would not be re-housed until the Tribunal granted an eviction order.

6. At one stage during the tenancy the Respondent had promised to pay the rent arrears, and a payment plan had been drawn up. The Respondent had not adhered to this, and attempts had been made to have the rent paid direct from DWP, but this had not been successful as the Respondent did not receive benefits although he was understood to be in and out of work. There was no information to suggest that the rent arrears had accrued due to a failure or delay in the payment of a relevant benefit payable to or on behalf of the Respondent.

7. The Applicant was required to pay the mortgage on the property when the rent was not being paid. He was out of pocket as a result, and this was causing emotional strain on him. The Tribunal was advised that since the Letting Agent had managed the property for the Applicant, the Respondent had difficulty paying the rent and his mother had cleared the debt over a year before the Hearing.

8. The Tribunal was advised that the balance of outstanding rent due as of the date of the hearing was £5199.99.

9. A Notice to Leave dated 2<sup>nd</sup> December 2024 had been posted to the Respondent setting out the eviction ground and proof of delivery had been lodged with the Tribunal.

10. Pre-action Protocol letters had been sent to the Respondent dated 10<sup>th</sup> September 2024, 4<sup>th</sup> October 2024 and 8<sup>th</sup> November 2024 advising him of the level of rent arrears and signposting him to sources of support. By November 2024 the outstanding rent was £1849.99.

11. A Notice in terms of section 11 of the Homelessness etc (Scotland) Act 2003 was sent to the local authority in relation to this application.

12. The Tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

### **Findings in Fact**

13. The parties entered into a tenancy agreement at the let property with effect from 1st October 2024.

14. Prior to that date the Respondent had occupied the property in terms of a tenancy agreement along with a joint tenant.

15. When the previous joint tenant moved out of the property the landlord agreed with the Respondent that he could continue as a sole tenant at the property.

16. The monthly rent payable in respect of the tenancy with the Respondent is £400 per month payable weekly in advance.

17. In November 2024 the rent arrears accrued by the Respondent were £1849.99.

18. A Notice to Leave dated 2<sup>nd</sup> December 2024 in proper form and setting out the eviction ground and indicating that the Applicant would not apply to the Tribunal for an eviction order before 6<sup>th</sup> January 2025 was posted to the Respondent on 2<sup>nd</sup> December 2024.

19. Letting Agents on behalf of the Applicant sent Pre Action Protocol letters to the Respondent in September, October and November 2024 setting out the level of rent arrears and signposting him to sources of support.

20. A notice in terms of section 11 of the Homelessness etc (Scotland) Act 2003 was sent to Stirling Council on 17<sup>th</sup> January 2025 in respect of this application.

21. During the tenancy the Respondent agreed to pay off the rent arrears, but the payment plan was not successful.

22. When the Notice to Leave was posted to the Respondent on 2<sup>nd</sup> December 2024 the Respondent had accrued rent arrears over three months of his sole tenancy at the property.

23. At the Hearing date in August 2025 the Tribunal was advised that no rent had been paid for over a year and the outstanding rent arrears exceeded £5000, with arrears of around £4000 accrued during the Respondent's sole tenancy.

24. The Applicant has a mortgage over the property and since rent has not been paid has had to meet the cost of the mortgage himself which is causing emotional strain for him.

25. Rent arrears accrued in this tenancy have not occurred due to a delay or failure in payment of a relevant benefit to or on behalf of the Respondent.

### **Reasons for Decision**

26. The tribunal was satisfied that the appropriate procedural steps had been carried out in terms of the Notice to Leave and section 11 notice sent in this application, together with use of pre-action protocol letters. The Respondent did not challenge the eviction, or the level of rent arrears accrued. The landlord has had to pay the mortgage on this tenancy out of his own pocket over the period of this tenancy in which rent has not been paid by the Respondent. Having considered the overall circumstances and given the level of accrued rent arrears and the ongoing strain being felt by the Applicant, the tribunal considered that it was reasonable to grant an eviction order in this application.

### **Decision**

27. The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an eviction order be granted in favour of the Appellant and against the Respondent in terms of Ground 12 of Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 in that the Respondent has been in arrears of rent for three or more consecutive months and it is reasonable on account of this fact to issue an eviction order

### **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.**

Valerie Bremner

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Legal Member/Chair

7.8.25  
Date