



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.

Chamber Ref: FTS/HPC/EV/25/4029

Re: Property at Top flat otherwise known as Flat 1/2, 28A Fraser Street, Largs, KA30 9HP (“the Property”)

Parties:

Mr Stuart Raymond, Mrs Louise Raymond, 6 Sinclair Drive, Largs, KA30 9BL (“the Applicants”)

Ms Stacey McDaniel, Top flat otherwise known as Flat 1/2, 28A Fraser Street, Largs, KA30 9HP (“the Respondent”)

Tribunal Members:

Lesley Ward (Legal Member) and Mary Lyden (Ordinary Member)

Decision

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the tribunal”) determined that the Respondent shall be evicted from the property on the basis of ground 12 of part 3 of schedule 3 of the Private Housing (Tenancies)(Scotland) Act 2016 (rent arrears), and it being reasonable in all of the circumstances that the eviction be granted.

Background

2. This was a case management discussion (CMD) in connection with an eviction application in terms of rule 109 of the First-tier Tribunal for Scotland (Procedure) Regulations 2017 (the Rules) and section 52 of the Private Housing (Tenancies)(Scotland) Act 2016 (the Act). The Applicants attended and they were represented by Mr Kenneth Caldwell solicitor. The Respondent attended. There was a second application before the tribunal in terms of rule 111 for payment to recover the rent arrears.

3. The tribunal had before it the following copy documents:

- (1) Private Residential Tenancy Agreement dated 31 May 2019.
- (2) Notice to leave dated 12 August 2025.
- (3) Proof of service of the notice to leave.
- (4) Section 11 notice and proof of service.
- (5) Land certificate.
- (6) Evidence of landlord registration.
- (7) Rent statements.

Case management discussion

The Applicants position

4. The Applicants are seeking an order for eviction on the basis of the substantial rent arrears that have accrued over a 5 year period. The Applicants have sympathy for the Respondent because she initially lived in the property with her young daughter and the covid period was difficult for everyone. The Applicants have never increased the rent. The rent has never been paid directly to the Applicants by the local authority. In 2025 Mr Raymond contacted the local authority on two occasions in an attempt to arrange this and the application was refused both times for reasons that were not clear to him. One of the possible reasons for a refusal is that the Respondent is not receiving a relevant benefit. The Applicants have been told by neighbours that the Respondent is not living in the property. The arrears are now so high that the Applicants have made the eviction application. Even if the rent was being paid, the mortgage and insurance exceeds the monthly rent due. The Applicants never wanted to be commercial landlords. They lived in the property when they bought it in 2007 and rented it when they moved house. The Applicants have a mortgage of £75000 on the property and it is unlikely to be worth more than that. The Applicants wish to dispose of the property and pay off the mortgage. The Respondent has stated she wants to stay in the property and pay off the arrears, but she has not made any proposal to do so.

The Respondent's position

5. The Respondent is opposed to the eviction application. She admits the arrears and wants time to pay them off. She is unemployed and in receipt of benefits. The Respondent lives in the two bedroom property alone. Her 11 year old daughter visits but she prefers to live with her father. The Respondent receives benefits to pay her rent but she does not know how much this is. She has received this benefit throughout the tenancy. She has never been opposed to the local authority paying this directly to her landlords but this has never been arranged. The Respondent has contacted the local authority to make a housing application.

7. Findings in fact

- The Applicants are the owners and registered landlords of the property.
- The parties entered into a private residential tenancy agreement for let of the property on 31 May 2019.
- The agreed rent was £450 per month.
- The rent has not increased since the tenancy was constituted.
- Rent arrears began to accrue in April 2021.
- The Respondent was served with a valid notice to leave on 12 August 2025 when the rent arrears were £9250.
- The rent arrears in March 2026 are £8670.
- The Applicants pay the sum of £389 in respect of the mortgage for the property.
- The Applicants pay the sum of £76 monthly for insurance for the property.
- The monthly rent, even if paid, does not cover the mortgage and insurance.
- The Applicants formerly lived in the property and it is the only property they rent out.
- There is little or no equity in the property as it is worth around £75000 and the mortgage is also around £75000.
- The Applicants are both unemployed and they wish to sell the property.
- The Respondent lives in the property on her own and her 11 year old daughter, who lives with her father, visits from time to time.
- The Respondent is unemployed and in receipt of benefits.
- The Respondent receives housing benefit for the property from the local authority.
- The Applicants have complied with the pre-action requirements.
- The arrears of rent are not wholly or partly due to a delay or failure in payment of a relevant benefit.

Reasons

7. This was a defended eviction application. The Respondent admitted the arrears of rent were due. The tribunal was satisfied that the eviction ground was met as there have been rent arrears in excess of one month's rent for more than three months, both at the date of service of the notice to leave and at the date of the CMD.

8. Being satisfied that the eviction ground was met, the tribunal went on to consider the reasonableness of granting the eviction. The Respondent was unable to confirm the level of housing benefit or Universal Credit she was receiving in respect of the monthly rent payment. The tribunal was satisfied that the benefits were being paid and the arrears did not relate to any issue with the housing benefit.

9. The Respondent did not want the eviction to be granted so she could pay off the arrears. The Respondent did not provide any plan setting out how she proposed to pay off the arrears. The arrears are substantial and have been at a high level for 5

years. The Applicants have given the Respondent a great deal of time to pay off the arrears and they have not increased the rent in the 7 years the tenancy has been in existence. They have a substantial mortgage on the property and are getting little income from it.

10. The Tribunal was satisfied that it had sufficient information before it to make a decision and the procedure had been fair. The tribunal was satisfied that the rent arrears were not due to a delay or failure in payment in a relevant benefit. The tribunal was satisfied it was reasonable in all of the circumstances to grant the 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.

Lesley Ward

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27 March 2026

Legal Member

Date