



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/25/4395

Re: Property at 262 Drumchapel Road, Flat 2/1, Glasgow, G15 6DS (“the Property”)

Parties:

Dr Turker Bayrak, Flat 4 29 Citypark Way, Edinburgh, EH5 2FA (“the Applicant”)

Mr Cory Grant, 262 Drumchapel Road, Flat 2/1, Glasgow, G15 6DS (“the Respondent”)

Tribunal Members:

Martin McAllister (Legal Member) and Eileen Shand (Ordinary Member) (“the tribunal”)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application be granted and that an eviction order be granted.

Background

1. On 10 October 2025, the Applicant’s agents submitted an application to the First-tier Tribunal for Scotland seeking an order of eviction.
2. On 4 November 2025, the application was accepted for determination by the Tribunal.
3. A case management discussion was held by audio conference on 21 April 2026.

The case management discussion

4. Ms Kirsty McMillan of Western Lettings Ltd represented the Applicant.
5. The Respondent was present.
6. The Legal Member explained the purpose of a case management discussion. Ms McMillan invited the tribunal to determine the matter without a Hearing and to issue an eviction order under Rule 101 of the Tribunal Rules on the grounds that the conditions set out in Ground 12, Part 3 of Schedule 3 of the 2016 Act have been met.

7. Findings in Fact

- (i) The Applicant and the Respondent entered into a private residential tenancy agreement in respect of the Property on 1 May 2025.
- (ii) The tenancy commenced on 6 May 2025.
- (iii) The monthly rent due under the private residential tenancy is £760.
- (iv) The rent arrears due as at 10 October 2025 were £3800.
- (v) The rent arrears due as at 6 April 2026 were £8360.
- (vi) The Respondent has made no payment of rent since May 2025.
- (vii) There were rent arrears for the months of June, July, August, September and October 2025.

8. Finding in Fact and Law

The Respondent is in rent arrears for three or more consecutive months as at the date of the application and at the date of the case management discussion.

9. Documents before Tribunal

- (i) Private residential tenancy agreement dated 1 May 2025.
- (ii) Copy Notice to Leave dated 8 September 2025.
- (iii) Copy Section 11 intimation to local authority dated 10 October 2025.
- (iv) Correspondence from Applicant's agents to Respondent in which he is advised of agencies which might assist tenants requiring support or advice with regard to difficulties in paying rent.
- (v) Rent statements.
- (vi) Email correspondence with regard to proposed payment plans.

10. The Law

Section 51 of the 2016 Act:

First-tier Tribunal's power to issue an eviction order

(1) The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy if, on an application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.

(2) The provisions of schedule 3 stating the circumstances in which the Tribunal may or must find that an eviction ground applies are exhaustive of the circumstances in which the Tribunal is entitled to find that the ground in question applies.

(3) The Tribunal must state in an eviction order the eviction ground, or grounds, on the basis of which it is issuing the order.

(4) An eviction order brings a tenancy which is a private residential tenancy to an end on the day specified by the Tribunal in the order.

Ground 12, Part 3 of Schedule 3 of the 2016 Act

Rent arrears

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

(2) *repealed*

(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.

(5) For the purposes of this paragraph—

(a) references to a relevant benefit are to—

(i) a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),

(ii) a payment on account awarded under regulation 91 of those Regulations,

(iii) universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,

(iv) sums payable by virtue of section 73 of the Education (Scotland) Act 1980,

(b) references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.

(6) Regulations under sub-paragraph (4) (b) may make provision about—

(a) information which should be provided by a landlord to a tenant (including information about the terms of the tenancy, rent arrears and any other outstanding financial obligation under the tenancy),

(b) steps which should be taken by a landlord with a view to seeking to agree arrangements with a tenant for payment of future rent, rent arrears and any other outstanding financial obligation under the tenancy,

(c) such other matters as the Scottish Ministers consider appropriate.

Respective position of the parties in relation to Ground 12

11. Ms McMillan said that the Applicant had been accommodating when the Respondent offered to enter into payment plans in respect of the rent arrears and the tribunal noted the email correspondence in this regard which had been submitted. She said that the Respondent failed to keep to any payment plan. She said that the Respondent had made only one payment of rent which was at the outset of the tenancy in May 2025.

12. Ms McMillan referred to the rent statements which had been submitted and which demonstrated that the Respondent had been in arrears of rent since June 2025.

13. The Respondent said that he accepted that he had made only one payment of rent which was in May 2025.

Reasonableness

14. Ms McMillan said that the Applicant had received no rent since May 2025 and that, during the tenancy, he had been required to make mortgage payments for the property, pay factoring fees and maintain it to the repairing standard. She said that the Respondent had made promises to pay rent and clear the arrears but had failed to do so. She said that her company had given advice on where the Respondent should go to for assistance if he was finding difficulties in meeting his contractual obligations to pay rent.

15. The Respondent said that he had been unable to pay the rent because he had been required to pay £987 per month in child maintenance payments. He said that this included arrears.
16. The Respondent said that he had been naïve and should have sought advice earlier in relation to his housing and financial position. He said that he was in employment and had been at the start of the tenancy. Ms McMillan said that the Respondent had the same employer throughout the tenancy. The Respondent said that things were “complicated” and that he had had time off work. He provided no further information in this regard.
17. The Respondent said that he had not been able to find alternative accommodation but had been in touch with the Council and a housing association. He said that he would not be seeking housing in the private rented market.
18. The Respondent said that he has three children aged 8, 10 and 11. He said that he has them part of the week and that they also live with their mother. He said that his son, aged 11 is with him more. He acknowledged that the children had a home with their mother. He said that he would want his future housing to be such that it could accommodate his children living with him for part of the time.
19. The Respondent said that his son has autism and ADHD. He said that he has been shielding the children from the threatened loss of the tenancy and that he was representing their interests in relation to the application. The Respondent said that he had no argument against the order of eviction being granted and that he would ideally like the enforcement of any order to be postponed to the end of May 2026.
20. Ms McMillan said that the Applicant was seeking to recover the Property as soon as possible because of the level of rent arrears.

Reasons for Decision

21. The tribunal saw no reason for determination of the application to be continued to a Hearing. Neither party indicated that there was evidence that should be brought before a hearing.
22. The tribunal was satisfied that the Notice to Leave was in appropriate terms and had been served on the Respondent. The tribunal was satisfied that the appropriate notice had been served on the local authority under the Homelessness etc (Scotland) Act 2003 and that the Applicant had followed the requirements of the Rent- Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020.

23. On the basis of the rent statements and the concession of the Respondent, it was clear that the requirement of Ground 12 had been met. The Respondent had made only one payment of rent and had been continuously in arrears of rent since June 2025.
24. The tribunal required to consider whether or not the granting of an order of eviction was reasonable. It is a matter of judicial discretion and, in considering reasonableness a balancing exercise requires to be undertaken.
25. The current level of rent arrears is £8360. During the period of the tenancy, the Applicant had been making mortgage payments and factoring charges in respect of the Property. In terms of legislation, he had been obliged to maintain the Property to the repairing standard.
26. The Respondent had entered into a contractual commitment to pay rent on a monthly basis but had made only one payment. The Respondent has three children and one of them has autism and ADHD. The children sometimes stay with him but they have a home with their mother. An order of eviction would not make them homeless.
27. It was not reasonable for the Applicant to supply a home for the Respondent who was not meeting his contractual obligations and had made only one payment of rent which was at the outset of the tenancy.
28. The tribunal considered postponing the date of eviction to the end of May 2026. The Respondent provided no reason for this request, other than to give him more time. The tribunal considered that the Applicant should be entitled to recover the Property as soon as possible.

Decision

29. The tribunal determined that the application be granted and that an eviction order be made.

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.

Martin McAllister

Legal Member

Date: 21 April 2026