



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies) (Housing) Scotland Act 2016

Chamber Ref: FTS/HPC/EV/25/0332

Re: Property at 2/2 146 Royston Road, Glasgow, G21 2PA (“the Property”)

Parties:

Kyleforth Limited, 456 Cathcart Road, Glasgow, G42 7BY (“the Applicant”)

Mr Robert Paterson, 2/2 146 Royston Road, Glasgow, G21 2PA (“the Respondent”)

Tribunal Members:

Ewan Miller (Legal Member), Nicholas Allan (Ordinary Member) and Serena Weir (Legal Member Observer)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that that an order for possession of the Property should be granted against the Respondent in favour of the Applicant.

Background

The Applicant was the owner of the Property. They had rented the Property to the Respondent under a private residential tenancy on 1 March 2018.

The Applicant alleged that the Respondent had failed to pay rent between August and November 2024 and that there was an ongoing monthly shortfall in payment of around £40 since then.

On the basis the Applicant alleged that the rent arrears were steadily increasing and that they had been unable to engage with the Respondent to find any solution, the Applicant therefore sought an order for possession in relation to the Property. The Application was made under Ground 12 of Schedule 3 of the Act on the basis that the Respondent was in more than 3 months rent arrears.

The Tribunal had before it the following documentation:-

- Application to the Tribunal dated 28 January 2025;
- Copy Land Certificate GLA209948 evidencing the Applicants ownership of the Property;
- Copy Notice to Leave dated 19 December 2024 along with certification of delivery from Sheriff Officers;
- Copy s11 Homelessness Notice;
- Correspondence between the Applicant and the relevant local authority in relation to the Respondent's benefits;
- Copy of the private residential tenancy between the parties relating to the Property dated 1 March 2018;
- Correspondence from the Applicant to the Respondent seeking payment of the arrears;
- Confirmation of service by Sheriff Officer on the Respondent of the CMD;
- A rental arrears statement showing an outstanding amount of £1959.36.

The Case Management Discussion ("CMD")

The Tribunal held a CMD on 31 October 2025 at 2pm by teleconference. The Tribunal comprised Mr E Miller (Chair & Legal Member) and Mr N Allan (Ordinary Member). The Applicant was represented by their letting agent Mrs Malhotra-Hope. The Respondent was neither present nor represented

Findings in Fact

The Tribunal found the following facts to be established:-

- The Applicant had rented the Property to the Respondent under a private residential tenancy 1 March 2018;
- A monthly rent of £595 was payable under the tenancy;
- The Respondent had failed to pay any rent between August and November 2024;
- There was an ongoing shortfall in relation to the monthly payment of around £40 that was increasing the arrears die;
- At the date of application to the Tribunal there was outstanding rent of £1959.36 that remained due and outstanding as at the date of the CMD;

- The Respondent, as at the date of application to the Tribunal and the date of the hearing had been in rent arrears for more than 3 consecutive months.

Reasons for Decision

The Tribunal reviewed the paperwork before it. There was clear evidence of a tenancy between the parties with a monthly rental of £595. Mrs Malhotra-Hope advised that the Respondent's rent had been paid from the inception of the tenancy by way of local housing allowance direct to the Applicant. This payment had ceased around August 2024 as the Respondent was moving on to Universal Credit. Whilst the Applicant had anticipated that there may be some delay in receiving payment as a result of the change it transpired, she submitted, that the Respondent had been receiving the payments direct between August and November 2024. As a result, arrears of approximately £2000 (as at the date of application to the Tribunal had built up before payments to the Applicant direct had started up again. Notwithstanding this, there was a shortfall between the contracted rent and the amount paid by Universal Credit of around £40 per month. This additional shortfall had been accruing since January 2025.

The Respondent did not appear before the Tribunal and nor was he represented. There was no correspondence from him either. The Applicant's agent advised that their efforts to contact him regarding the arrears had gone unanswered.

The Tribunal had no reason to doubt the veracity of the Applicant's evidence or that the arrears position, as stated by the Applicant, was correct. Accordingly, the Tribunal was readily satisfied that the first part of the terms of Ground 12 of Schedule 3 of the Act had been established. The Respondent was in more than 3 consecutive months of rent arrears.

The Tribunal is also obliged in terms of Ground 12, to consider whether it is reasonable, in all the circumstances, to grant the eviction. The Tribunal is also obliged to consider to what extent delays or failures arising from the payment of benefits are relevant in the circumstances.

The Applicant was only able to provide limited information regarding the circumstances of the Respondent. They thought there were one or two teenage children living with the Respondent. They were unable to provide any meaningful comment beyond this and had no information as to the Respondent's work or financial situation. They were still receiving Universal Credit payments but with a monthly shortfall of £40. As a result, the arrears were increasing slowly but steadily. They had tried to engage with the Respondent to address the arrears and the monthly shortfall. However, they had had no meaningful interaction with the Respondent since the issues started occurring in August 2024

The Applicant advised that their understanding from the local authority was that there had been no or limited issues with the Respondent moving from local housing allowance to Universal Credit. The material change had been that for a period between August and November 2024 the Respondent had received the money direct and had simply retained it themselves.

The Tribunal considered this information. They had no reason to disbelieve the Applicant's agent who appeared well informed and credible. If there had been an issue for the Respondent in the period of crossing from one benefit to another then the Respondent had had in excess of a year to resolve this. The Respondent had not provided any information to the Applicant nor to the Tribunal. As a result, on the balance of probabilities, the Tribunal considered that the Respondent had simply retained the funds himself and that the caveat in Ground 12 relating to benefits was not relevant here.

The Tribunal also considered the wider question of overall reasonableness in granting the order. It was unfortunate that the Respondent had not attempted to engage with the Applicant and look to agree to address the issues. Whilst the arrears were not increasing quickly they were, nonetheless, still increasing. That position appeared unlikely to change. The fact that the Universal Credit payment was slightly less than the contracted rent was not the fault of the Applicant and they were contractually entitled to receive payment in full each month. The Respondent had elected not to engage and the situation for the Applicant would otherwise continue to worsen.

The Respondent had not entered in to any correspondence with Applicant. He had not submitted anything to the Tribunal to challenge the fact that the sums were due to the Applicant. He had not provided any information regarding his personal situation which would suggest there were other factors which would make it unreasonable to grant the order. Taking all of the above in to account, the Tribunal determined that the terms of Ground 12 of Schedule 3 of the Act had been met and also that it was, in all the circumstances, reasonable to grant the order for possession.

Decision

An order for possession of the Property in favour of the Applicant against the Respondent under the terms of Ground 12 of Schedule 3 of the Act was granted by the Tribunal.

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.

Ewan Miller

Legal Member/Chair

Date: 02/04/2026