



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/25/3600

Re: Property at 14e Brown Street, Paisley, PA1 2SA (“the Property”)

Parties:

Ms Susan Craigen, 53 Harbour Street, Nairn, IV12 4NX (“the Applicant”)

Mr Robert Docherty, 14e Brown Street, Paisley, PA1 2SA (“the Respondent”)

Tribunal Members:

Lesley Ward (Legal Member) and Gerard Darroch (Ordinary Member)

Decision (in absence of the Respondent)

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 of at least one month’s rent for three or more consecutive months), the tribunal being satisfied that the rent arrears are not wholly or partly due to a delay or failure in payment of a relevant benefit, 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). There was a second application before the tribunal for rent arrears in terms of rule 111. An earlier CMD on 16 March 2026 had to be adjourned due to a technical issue with the telephone line. The Applicant was represented by Ms Erin McLemon of BE Listed. The Respondent did not attend and

was not represented. The tribunal had sight of the execution of service of the application on the Respondent on 29 January 2026. The tribunal was satisfied that the Respondent had received notice in terms of rule 24 and proceeded with the CMD in his absence in terms of rule 29.

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

- (1) Private Residential Tenancy Agreement dated 31 January 2024.
- (2) Notice to leave dated 25 June 2025.
- (3) Email sending notice to leave dated 25 June 2025.
- (4) Email from Respondent confirming receipt of notice to leave dated 25 June 2025.
- (5) Rent statement.
- (6) Pre-action requirements letters.
- (7) Section 11 notice and proof of service.
- (8) Land certificate.
- (9) Evidence of landlord registration.

Preliminary matter

4. The tribunal sought clarification regarding service of the notice to leave and the notice period given. Ms McLemon clarified that the notice to leave was attached to the email with the heading 'Notice to quit /eviction' from the Applicant to the Respondent of 25 June 2025. The notice to leave stated that the Respondent required to leave by 23 July 2025 which was exactly 28 days. The Respondent replied to that email a few minutes later to state that 'u will need to get a court order before I leave'. Ms Mc Lemon submitted that the Applicant had therefore given the Respondent 28 days' notice and in any event the application was not made until August 2025. The tribunal reserved consideration of the validity of the notice to leave and the notice period until the conclusion of the CMD.

Case management discussion

5. Ms McLemon was seeking an eviction on the basis of the substantial rent arrears and it being reasonable in all of the circumstance that the eviction be granted. The information she was able to provide to the tribunal was limited by the fact that her client has a terminal illness and she has appointed her daughter to manage her affairs. The Applicant has three other rental properties. The Respondent was in employment when he first rented the property, but he lost his full time job around December 2024 and he has worked part time since then. Around August 2025 the Applicant instructed Ms McLemon to contact the Department of Work and Pensions regarding the possibility of the Respondent's Universal Credit for the property being paid directly to the Applicant. This was not possible as she was advised the Respondent was not entitled to Universal Credit. The Respondent has not cooperated with an inspection of the property and has not responded to any

communications regarding the arrears. Nothing has been paid in respect of rent since March 2025.

6. Findings in fact

- The Applicant is the owner and registered landlord of the property.
- The parties entered into a private residential tenancy agreement for let of the property on 31 January 2024.
- The agreed rent was £550.
- Rent arrears began to accrue in August 2024.
- A notice to leave was served on the Respondent on 25 June 2025 and at that time the rent arrears were £2600.
- The Respondent sent an email to the Applicant on 25 June 2025 to state that he had received the email and would not leave the property without a 'court order'.
- Rent arrears have continued to accrue and no payments of rent have been made since March 2025.
- On 1 March 2026 the accrued rent was £7475.
- The sum of £7475 remains outstanding.
- The rent arrears are not due to a delay or failure in payment in a relevant benefit.
- The Applicant has complied with the pre-action requirements.

Reasons

7. The tribunal considered the validity of the notice to leave. Section 62 of the Act provides:

62Meaning of notice to leave and stated eviction ground

(1)References in this Part to a notice to leave are to a notice which—

(a)is in writing,

(b)specifies the day on which the landlord under the tenancy in question expects to become entitled to make an application for an eviction order to the First-tier Tribunal,

(c)states the eviction ground, or grounds, on the basis of which the landlord proposes to seek an eviction order in the event that the tenant does not vacate the let property before the end of the day specified in accordance with paragraph (b), and

(d)fulfils any other requirements prescribed by the Scottish Ministers in regulations.

(2) In a case where two or more persons jointly are the landlord under a tenancy, references in this Part to the tenant receiving a notice to leave from the landlord are to the tenant receiving one from any of those persons.

(3) References in this Part to the eviction ground, or grounds, stated in a notice to leave are to the ground, or grounds, stated in it in accordance with subsection (1)(c).

(4) The day to be specified in accordance with subsection (1)(b) is the day falling after the day on which the notice period defined in section 54(2) will expire.

(5) For the purpose of subsection (4), it is to be assumed that the tenant will receive the notice to leave 48 hours after it is sent.

8. This means that the Applicant should have given 31 days notice (28 days plus 48 hours plus one day). Only 28 days notice was given in this case however the Respondent received his email with the notice to leave on the day it was sent, as he confirmed in his email of 25 June 2025. It is therefore arguable that the notice to leave was one day short rather than three days short. Thereafter the Applicant did not make the Application until 12 August 2025. The tribunal considered the reasoning of Sheriff Collins in *Halcrow-v-Davies* and *Hunter 2025UT68* and the terms of section 73 of the Act which allows for minor errors in notices to leave if the error does not materially affect the effect of the notice. In all of the circumstances the tribunal decided that on the balance of probability the notice to leave was valid and it was appropriate for the tribunal to go on to consider the application.

9. This was an undefended eviction application. The Tribunal was satisfied that it had sufficient information before it to make a decision and the procedure had been fair. There have been outstanding rent arrears of at least one month's rent since March 2025. The eviction ground is therefore met. The tribunal was satisfied on the balance of probability that the rent arrears are not due to a delay in payment in a relevant benefit. The arrears are substantial and the Respondent has not engaged with the Applicant to address the arrears. The tribunal was therefore 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.

L Ward

17 April 2026

Legal Member/Chair

Date