



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/25/3262

Re: Property at 110 1/1 Rankin Street, Greenock, PA16 7JW (“the Property”)

Parties:

Yu Property Investment Ltd, Company, 39 Whetsone Road, Farnborough, GU14 9SX (“the Applicant”)

Caroline Arthur, 110 1/1 Rankin Street, Greenock, PA16 7JW (“the Respondent”)

Tribunal Members:

Joel Conn (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

Background

1. This is an application by the Applicant for an eviction order in regard to a Private Residential Tenancy (“PRT”) in terms of rule 109 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”). The PRT in question was by the Applicant to the Respondent commencing on 1 September 2024 (though reliance was also made on an earlier PRT between the parties in regard to the Property commencing on 10 April 2018, for which arrears of rent remained).
2. The application was lodged with the Tribunal on 30 July 2025. The application relied upon a Notice to Leave dated 23 June 2025 in terms of section 50 of the *Private Housing (Tenancies) (Scotland) Act 2016*, intimated upon the Respondent by email (in terms of the Tenancy Agreement) on that date. (The date of the email was not included in the papers due to the format in which it was lodged but oral submissions were provided during the case management

discussion (“CMD”) as to the date.) The Notice relied upon Ground 12 of Schedule 3 Part 1 of the 2016 Act, though the terms of the Notice and the level of arrears were discussed at length at the CMD and are discussed more fully below. The Notice intimated that an application to the Tribunal would not be made before 24 July 2025. The Tenancy Agreement lodged with the application showed that rent was £450 per month and due on the 1st of each month and a Rent Increase Notice increased this to £650 per month from 1 January 2025.

3. Evidence of a section 11 notice in terms of the *Homelessness Etc. (Scotland) Act 2003* served upon Inverclyde Council on 23 June 2025 was provided with the application. There was evidence in the application papers of provision of the pre-action protocol information by the Applicant to the Respondent by letter dated 14 November 2024.
4. Prior to the CMD, further to a Notice of Direction, the Applicant’s agent provided an updated rent statement and various other documents regarding the historic arrears. These left significant questions outstanding for discussion at the CMD which are discussed more fully below.

The Hearing

5. The matter called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 8 May 2026 at 10:00. We were addressed by the Applicant’s agent, Annette Weston, Lettings Manager, Corbett & Shields. She was accompanied and assisted by Yvonne Paul, Lettings Agent. There was no appearance from the Respondent.
6. We were informed by the clerk that no contact had been received from the Respondent (or on her behalf) with the Tribunal. The Applicant said that no communication had been received from the Respondent about the CMD, though there had been relevant recent contact. Though the Applicant’s agent described communication with the Respondent as poor, and that the Respondent frequently did not answer correspondence or calls, there had been material contact since September 2024 when the Applicant’s agent assumed agency from another letting agent (McArthur Scott) and the current Tenancy commenced.
7. Though relevant to the grounds for eviction and arrears, the history of communication was also relevant to our consideration whether to proceed in the absence of the Respondent and we noted the following:
 - a. The Applicant’s agent met with the Respondent around September 2024 when assuming agency for the Property. The Respondent mentioned no health or mental health issues, but did mention that she had recently separated from her partner and was adapting to life as a single parent.
 - b. The Respondent was not in employment at that time, but said that she hoped to return to employment. The Applicant’s agent believed that the Respondent was unable to work at that time due to the practicalities of being a single parent.
 - c. There had been continued difficulties in having the Respondent engage with repairs to the Property. During one inspection, a hole was seen in the living room ceiling, related to previous water ingress from the roof. The

- factors had fixed the roof, and the Applicant's agent sought to arrange workmen to fix the living room ceiling but the Respondent had not engaged.
- d. Other issues with the Property were noted. The Respondent was found to be untidy, but there were other wants of repair on which the Respondent had failed to engage. There was damage to an internal glass door panel and damage in the bathroom. (The cause of the damage was not known, and may have been attributable to the Respondent or her family.) There were no carpets in the hall and one of the bedrooms. The Respondent kept two large dogs. The Respondent had declined to allow an inspection of one of the bedrooms as one of her dogs was in it, and the Respondent conceded it was not in a good condition. The Applicant's agent had offered to provide the Respondent with some better second-hand furniture, as the condition of the furniture in the Property was poor, but the Respondent had not engaged on this.
 - e. The Applicant's agent had visited the Property around a month ago, to try and discuss with the Respondent why no payments were coming from benefits (limited payments having been received between 21 March and 23 October 2025). The Respondent said that her benefits had stopped and she had, thus far, failed to reapply.
 - f. The Applicant's agent had recently received confirmation that benefits were restarting and would be paid direct to the Applicant.
 - g. The Applicant's agent spoke with the Respondent around a week ago about a repair issue. At that time, the agent tried to discuss the arrears and the eviction application. The agent also asked the Respondent if she knew the date when the rent payments from benefits would restart and at what amount. The Respondent said she did not have that information, and said she would revert to the Applicant's agent on the issue of arrears. She had thus far failed to do so.
8. The Applicant's agent said that no payments had yet been received from benefits, but she hoped that the first of the new benefits payments would be received later in May 2026. No payments had been made towards arrears except for a single payment from benefits of £40.01 on 23 October 2025 which the Applicant's agent recognised as the maximum amount that was deducted from benefits where arrears were due.
 9. We noted that the Respondent had received clear intimation of the CMD by the Sheriff Officer instructed by the Tribunal, and that the Applicant's agent had recently sought to engage with her on arrears and the eviction application. (A conjoined application on arrears called alongside at the CMD: CV/25/3263.) Having not commenced the CMD until around 10:10, we were satisfied to consider the application in the Respondent's absence. In any case, no attempt was made by the Respondent (nor anyone on her behalf) to dial in late to the CMD.

10. We sought oral submissions on two specific matters: the terms of the Notice to Leave, and the amount of the arrears. We noted the following points from the application papers and submissions:

Notice to Leave

- a. The application papers contained two copies of the email purporting to send the Notice to Leave. In one there was no visible date, and in the other the resolution was too low to read the date.
- b. The Notice to Leave itself contained sparse information. In regard to the reasons for eviction it stated:

Rent arrears

Failure to agree payment plan

and in regard to evidence to support the eviction it stated:

Rent Account attached

The Notice to Leave, on its face, contained no details as to the extent of the arrears, and we had asked in the Notice of Direction prior to the CMD for a copy of the "Rent Account" referred to in the Notice. What was provided in response was a rent statement from March 2025 which contained obvious errors.

- c. We asked the Applicant's agent at the CMD to address us on whether the rent statement of March 2025 was truly the statement that had been attached to a Notice to Leave of 23 June 2025, and for her to confirm when the Notice to Leave was emailed to the Respondent. We adjourned during the CMD to allow her to check her records.
- d. On recommencing, the Applicant's agent confirmed that the Notice to Leave was emailed on 23 June 2025 but conceded that no rent statement was included in that email. She said, however, that such an omission should be forgiven on the basis that:
- i. The Respondent had on-line access to the Applicant's agent's system, and could at anytime check the level of arrears; and
 - ii. The Applicant's agent frequently emailed the Respondent on arrears, containing details of the level of arrears when doing so. She could see an email on her system of 8 July 2025, shortly after the Notice to Leave, confirming arrears of £9,482 said to be due on that date.

We ourselves noted that there was no attempt by the Respondent to seek to address arrears in any way following the Notice to Leave. The only payments received since 1 September 2024 were all from benefit payments and had already started prior to the Notice to Leave (on 21 March 2025) and then continued at the same level until 23 October 2025, with only the single £40.01 additional payment (believed to be a benefit deduction against arrears) being made on 23 October 2025, long after expiry of the Notice to Leave.

Arrears

- e. As above, all payments since 1 September 2024 were from benefits and during an eight-month period. The Respondent was also said to have commenced the new Tenancy with a balance of arrears remaining from the previous tenancy.
- f. The issues with calculating the arrears arose principally from the lack of clear vouching for the opening arrears balance (£6,326.73) carried over,

and a debit of £6.00 also said to have been carried over from the previous agent. An apparent posting error (rent being charged at both the old (£450) and new rates (£650) in January 2025) was also noted. All three issues were raised in the Notice of Direction.

- g. The response to the Notice of Direction conceded the posting error in January 2025, and deducted the erroneous posting of £450 for January 2025. It was also accompanied by documentation from the previous agent, said to vouch the opening balance.
 - h. At the CMD, we gave our comments on the purported vouching. The Applicant's agent accepted that the purported vouching was not clear. First, we could see nothing to support the £6.00 debit. Second, in regard to the opening balance of £6,326.73, we noted that the raw figures only appeared to support a figure of £5,605.67. The Applicant's agent conceded both points, and accepted £5,605.67 as the historic arrears.
 - i. We noted that these figures led to the following revised figures (accepted by the Applicant's agent):
 - i. As at the date of the Notice to Leave (23 June 2026), arrears of £9,505.67;
 - ii. As at the date of the most recent statement (27 April 2026), arrears of £14,165.66; and
 - iii. As at the date of the CMD, arrears of £14,815.66, though on this the Applicant's agent expected some payment from benefits to arrive before the end of the month.
 - j. For completeness, we note that the arrears figures absent the carried balance (which relates to the previous tenancy) would be:
 - i. As at the date of the Notice to Leave (23 June 2026), arrears of £3,900 (being the equivalent of six months at the increased monthly rent, though actually being made up of four months unpaid at £450/m and a shortfall of £2,100 across six further months at £650/m); and
 - ii. As at the date of the CMD, arrears of £9,209.99.
11. In regard to the consideration of benefits, as part of the test of reasonableness, the Applicant's agent provided these oral submissions:
- a. She believed that the Respondent's benefits had lapsed prior to 1 September 2024, resulting in the historic balance on the previous tenancy. The Respondent then belatedly sought to reinstate the benefits, which resulted in the payments between March and October 2025. The Applicant's agent believed that the circumstances then repeated themselves between October 2025 and now: the Respondent's benefits lapsed and the Respondent did not seek to reinstate them timeously, but has done so eventually.
 - b. The Applicant's agent believed that a full payment from benefits for a three-bedroom property in the area would be £595 a month.
 - c. The Respondent had requested a copy of the Tenancy Agreement and Rent Increase Notice, and the Applicant's agent believed that this was so she could include them in her benefits application.
 - d. The Applicant's agent said that they had previously assisted other tenants with Discretionary Housing Payment applications, and that it was possible the Respondent could seek such a claim and be successful, if she was to engage with making such a claim.

- e. The Applicant's agent believed it was unlikely that a material back-dated element of benefits would be paid, given the Respondent had delayed in seeking reinstatement of her benefits. The agent had asked the Respondent to investigate this however.
12. The Applicant's agent provided further oral submissions on the background in regard to the reasonableness of the application:
- a. The Property was a three-bedroom flat, with common garden grounds.
 - b. The Property was not believed to be specially adapted for the use of the Respondent or her family members.
 - c. The Property was thought to be close to the Respondent's family and her youngest child's primary school.
 - d. The Respondent was 45 as at the date of the CMD.
 - e. She had three children. Her eldest was in their 20s and did not live at the Property. She had two children living at the Property: one who was believed to be around 18, and her youngest child of around 8 who was in the local primary school.
 - f. The Applicant had a portfolio of around 15 properties.
 - g. There was no standard security over the Property.
 - h. The Applicant did not seek to argue any specific financial pressure arising from the arrears, and the Applicant's agent submitted that the Applicant's director was always keen to support tenants and assist them when in difficulty, but the Respondent had failed to engage in this case.
 - i. The Applicant's agent accepted that benefit payments seemed about to restart, and that there was a possibility that the Respondent may – if she sought it - be able to obtain some back-dated payment and/or a Discretionary Housing Payment. Further, regular payments of £40.01 against arrears may commence as benefit deductions. Notwithstanding all these potential ways to make payment of rent and reduce the arrears, the Applicant sought eviction in the circumstances (the level of arrears, the lack of engagement to date, and that material renovation work likely needed).
13. No motion was made for expenses.

Findings in Fact

- 14. The Applicant previously let the Property as a Private Residential Tenancy to the Respondent with commencement on 10 April 2018 ("the Previous Tenancy").
- 15. On 11 September 2024, the Applicant renewed the letting of the Property with a new Private Residential Tenancy agreement with the Respondent, with a back-dated commencement date of 1 September 2024 ("the Tenancy").
- 16. In terms of clause 8 of the Tenancy Agreement, the Respondent required to pay rent in advance on the 1st day of each month.
- 17. The monthly rent under the Tenancy was £450.00 until 31 December 2024. It increased to £650.00 on 1 January 2025.

18. As of 23 June 2025, the Respondent was in arrears of rent of £5,605.67 from the Previous Tenancy, and further £3,900 in arrears in the Tenancy.
19. On 23 June 2025, the Applicant drafted a Notice to Leave addressed to the Respondent, attempting to provide the Respondent with notice, amongst other matters, that she was in rent arrears. The Notice to Leave referred to a rent statement as the means of providing the level of arrears, but the statement was not attached.
20. The Notice to Leave provided the Respondent with notice that no application would be raised before the Tribunal prior to 24 July 2025.
21. The Applicant served a copy of the Notice to Leave on the Respondent by email on 23 June 2025.
22. The Respondent has online access, if she seeks it, to the Applicant's agent's system, so as to confirm the level of rent arrears.
23. On or about 8 July 2025, the Applicant's agent emailed the Respondent to inform her that she was in arrears to the extent of £9,482.
24. On or about 8 July 2025, the Respondent was actually in arrears to the extent of £10,155.67, being £5,605.67 under the Previous Tenancy and £4,550.00 under the Tenancy.
25. The Applicant raised proceedings on 30 July 2025 for an order for eviction with the Tribunal, under Rule 109, relying on Ground 12 of Schedule 3 Part 1 of the 2016 Act.
26. A section 11 notice in the required terms of the Homelessness Etc. (Scotland) Act 2003 was served upon Inverclyde Council by the Applicant.
27. The Respondent has failed to make any payment towards rent since 23 October 2025.
28. The rent has been in arrears to some extent since the commencement of the Tenancy.
29. As of 8 May 2026, the Respondent remains in arrears of rent in the Previous Tenancy in the amount of £5,605.67.
30. As of 8 May 2026, the Respondent remains in arrears of rent in the Tenancy in the amount of £9,209.99 which is equivalent to over 14 months of rent.
31. The Respondent does not claim to have paid any amount of the total arrears of £14,815.66 remaining as at 8 May 2026.

32. The sum of arrears remaining as of 8 May 2026 is neither wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, other than any referable to an act or omission of the Respondent.
33. The Property is not specially adapted for the use of the Respondent or her family.
34. The Property's location is near the Respondent's family members and her youngest child's primary school.
35. The Respondent is 45 and has three children.
36. Two of the Respondent's children still live with her: one around 18 and one around 8.
37. The Applicant provided the Respondent with information in terms of the pre-action protocol requirements by letter on 14 November 2024.
38. Intimation of the date and time of the CMD was given to the Respondent by Sheriff Officer on 24 March 2026.

Reasons for Decision

39. The application was in terms of rule 109, being an order for eviction from a PRT. We were satisfied on the basis of the application and supporting papers that the Notice to Leave had been correctly drafted and served upon the Respondent in respect of the interests of the Applicant. What we were not satisfied with, however, was that the drafting of the Notice to Leave relied upon a rent statement which was not actually attached as part of the email sending the Notice (nor was it sent in any separate email on or around 23 June 2026).
40. Section 73 of the 2016 Act addresses "minor errors in documents" as follows:
 - (1) *An error in the completion of a document to which this section applies does not make the document invalid unless the error materially affects the effect of the document.*
 - (2) *This section applies to—*
 - ...
 - (d) *a notice to leave (as defined by section 62(1)).*

We considered whether referencing a rent statement in a Notice to Leave, and then failing to append it, was an "an error in the completion of a document". We did regard that appendices, attachments and schedules are part of a document for the purposes of section 73.

41. We thus considered whether the error made the document invalid by way of materially affecting the effect of the document. The Notice to Leave, absent the schedule, provided the Respondent with warning that eviction was sought against her if she failed to address rent arrears within a specific time. The

deficiency was that she was not alerted to the amount of arrears she required to pay. In consideration that no defence was extended by the Respondent regarding the Notice, and in consideration that the Respondent was:

- a. provided with contemporaneous information on arrears around the time of the Notice;
 - b. had other avenues to confirm the precise figure (such as logging into the Applicant's agent's system or simply calling the Applicant's agent to request the missing statement); but
 - c. never addressed any part of the arrears prior to the expiry of the Notice;
- we were satisfied to regard this as a minor error which did not affect the effect of the Notice to Leave overall in the circumstances of this eviction. For completeness, we can see different circumstances where a different decision on section 73 may be appropriate for a similar error. This may include where there was a material dispute on the level of arrears, or where some steps had been taken by the tenant to address arrears but they had failed to address the full amount (where the amount had not been made clear to the tenant).

42. We thus require to consider whether the ground for eviction is well stated. Ground 12 of Schedule 3 to the 2016 Act (as amended and applying to this application) applies if:

(1) *...the tenant has been in rent arrears for three or more consecutive months. ...*

...

(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.*

...

43. Though it was unsatisfactory that so much case management was required in order to obtain an (apparently) accurate arrears figure, on completion of these investigations at the CMD, the arrears information provided clearly showed that Ground 12 was satisfied in regard to the length of arrears and amount outstanding. There is nothing to suggest that the Respondent's failure to pay is related to an issue with benefits other than due to her own delays in seeking benefit applications. Ground 12 is satisfied subject to paragraph 3(b) regarding reasonableness.

44. We require, in terms of the Act as currently amended, to consider the reasonableness of the application even in regard to persistent arrears. We were satisfied that the Applicant's reasons for seeking eviction were reasonable given the amount and duration of the arrears. There was an absence of any proper engagement by the Respondent on payment of the arrears. Her communication with the Applicant's agent (and the apparent recent application to restart benefit payments) suggested she was aware of her situation but it was not met by a meaningful engagement or communication, nor any proposal on rehabilitation of the arrears position. The concerns as to the condition of the Property, and the Respondent's failure to engage with repairs that the Applicant sought to undertake, further supported the reasonableness of eviction.
45. The Respondent did not appear or provide submissions in regard to any issue, including reasonableness. In all the circumstances, we were satisfied that it was reasonable to evict on the basis of the information before us. The question arose, however, whether a suspension would be appropriate. We noted that the Respondent did not appear to deal with the Tenancy in a prompt fashion, even when she did address issues, and we were concerned as to the potential disruption in schooling for her youngest child if eviction was undertaken during June, as opposed to after the upcoming end of the school year. We were obliged to the Applicant's agent for conceding a suspension to mid-July 2026. This would afford the Respondent time to seek assistance in rehousing, and move out, all minimising some of the disruption to her and her children.
46. The Rules allow at rule 17(4) for a decision to be made at a CMD as at a hearing before a full panel of the Tribunal. On the basis of the information held, we are thus satisfied to grant an order for eviction at this time. Due to considerations regarding the Respondent's youngest child's schooling, we suspended the eviction until 12:00 on 17 July 2026.

Decision

47. In all the circumstances, we grant an order against the Respondent for eviction from the Property under section 51 of the *Private Housing (Tenancies) (Scotland) Act 2016* further to ground 12 of Schedule 3 of that Act, suspended as stated above.

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.

Joel Conn

8 May 2026

Legal Member/Chair

Date