



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/25/4583

Re: Property at 6 Old Mill, Bridge of Earn, Perth, PH2 9SZ (“the Property”)

Parties:

Veronica Anne McGregor, Kenneth Alan McGregor, 7 County Place, Perth, PH2 8EE (“the Applicants”)

Keith Downie, 6 Old Mill, Bridge of Earn, Perth, PH2 9SZ (“the Respondent”)

Tribunal Members:

Joel Conn (Legal Member) and Jane Heppenstall (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 Applicants 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 Applicants to the Respondent commencing on 1 August 2018.
2. The application was undated and lodged with the Tribunal on 24 October 2025. The application relied upon a Notice to Leave dated 11 July 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 11 July 2025. The Notice relied upon Ground 12 of Schedule 3 Part 1 of the 2016 Act. The Notice referred to a rent statement being appended. (This rent statement was not lodged, though later versions were lodged showing that arrears as at 13 June 2025 stood at £4,950.) The Notice intimated that an application to the Tribunal would not be made before 18 August 2025.

3. The Tenancy Agreement lodged with the application showed that rent was £480 per month and due on the 1st of each month. The rent statement showed that rent had been increased on a number of occasions and the passing rent was £550/m from 1 May 2024 onwards. The rent arrears as at 11 July 2025 thus amounted to nine months of arrears.
4. Evidence of a section 11 notice in terms of the *Homelessness Etc. (Scotland) Act 2003* served upon Perth & Kinross Council on 22 October 2025 was provided with the application. There was evidence in the application papers of compliance with provision of the pre-action protocol information in standard form, by letter from the Applicants' agent to the Respondent on 3 July 2025.
5. Prior to the case management discussion ("CMD") the Applicants' agent provided an updated rent statement showing arrears of rent of £9,900 outstanding for the period to 30 April 2026.
6. The Respondent lodged a brief letter of submissions prior to the CMD, stating it was "in a sense a begging letter to ask to hopefully help me to sort out this mess I've gotten into". It referred to being in employment but that "each day is a struggle mentally", referring to issues with his mental health and also that he suffered from a heart condition which was exacerbated by stress. He further referred to his mother's health deteriorating and that he and his brother were caring for "her seven days a week". (His mother's health condition was not stated.) The letter ended that: "I do hope this matter can be jointly settled and resume at" the Property, but no proposal for payment was contained within the letter.
7. In response, the Applicants prepared their own letter, sent in by their agents, a summary of which is:
 - a. They found the Respondent's request to seek a resolution unreasonable given the length of time that has passed without any engagement or payment. They referred to 18 months of attempted contact by their letting agent, during which time no payments to account of rent had been paid.
 - b. They did not dismiss the seriousness of mental health issues but stated that this had not previously been communicated to them and that this raised, for them, "serious concerns regarding credibility and accountability".
 - c. The second named Applicant said that he had been the "sole, full-time carer" for the first named Applicant during the same that the arrears had been accumulating. The first named Applicant had Alzheimer's disease and he required to provide "constant care and supervision", while himself suffering from "multiple chronic health conditions, including diabetes, high blood pressure, and inflammatory arthritis, all of which significantly affect my daily life and require continuous medical management".
 - d. Reference was made to a specific period of hospital in-patient care for the first named Applicant in November 2024 (the details of which we were provided but do not see appropriate to detail in this decision). Along with the condition for which she required treatment, the manner in which the

condition had affected his wife had left the second named Applicant “close to physical and emotional exhaustion”. He described “receiving support to manage these circumstances” and said it is “difficult to overstate the additional strain that this ongoing matter has placed upon me”.

- e. The Applicants submitted that the “rental income from this property is... essential” and “directly contributes to funding [the first named Applicant’s] care”, and thus the Respondent’s “continued refusal to pay rent and complete lack of communication has effectively deprived us of the financial means to support” the first named Applicant’s care.
- f. The Applicants were “both retired”, being 79 and 71 respectively, and said “we are doing everything possible to manage an already extremely difficult situation” but found it “both distressing and unacceptable that we are being placed under further pressure due to what appears to be a prolonged and deliberate failure to meet basic tenancy obligations”.

The Hearing

8. The matter called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 6 March 2026 at 14:00. We were addressed by the Applicants’ agent, Ritchie McNeil, solicitor, MML Law. There was no appearance from the Respondent.
9. We were informed by the clerk that no contact had been received from the Respondent (or on his behalf) with the Tribunal other than the letter referred to above. The Applicants’ agent said that no communication had been received by him from the Respondent and, other than the letter received by the Tribunal, no contact had been received during the last 18 months. We noted that the Respondent had received clear intimation of the CMD by the Sheriff Officer instructed by the Tribunal and had made attempts to engage, but had made no suggestion in his letter that he intended to appear. Having not commenced the CMD until around 14:05, 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 his behalf) to dial in late to the CMD.
10. We sought an update on the rent position. The Applicants’ agent referred to the updated statement showing the last payment of rent having been made on 15 October 2024 and that no payments had been received since. Rent was due on the day of the CMD, and the agent had received no notification of any payment. Arrears of rent were thus still £9,900, though £10,450 was due as of the day of the CMD and that was likely to be the full arrears figure by the following day. (A conjoined case on rent arrears also called alongside: CV/25/4584.) We noted that the Respondent’s letter of submission contained no proposal for payment of any amount, nor a suggestion as to why payments had ceased from November 2024 onwards with no payments of any amount since.
11. The Applicants’ agent provided further oral submissions on the background in regard to the reasonableness of the application:
 - a. The Property was a two-bedroom second floor flat.
 - b. The Property was not believed to be specially adapted for the use of the Respondent, nor especially suitable for his needs.

- c. The Applicant's agent was told that the Respondent was believed to be in his 50s. The details of his employment (referred to in the Respondent's letter) were not known.
- d. The Respondent was believed to reside alone at the Property.
- e. There were no other breaches of the tenancy relied upon.
- f. The Applicant submitted that there was no suggestion of any issue with payment of benefits affecting the Respondent, and that nothing had suggested that any payments of rent had previously come from benefits.

The Applicants' agent otherwise adopted the submissions in his clients' letter. We noted specifically that:

- g. The Applicants knew of no health issues affecting the Respondent until the letter sent to the Tribunal.
- h. The letter to the Tribunal was the Respondent's only contact since the arrears commenced, despite attempts by the Applicants' letting agent to engage.
- i. The Applicants were financially affected by the arrears, and their health (and ability to address their health conditions) was also affected.

12. No motion was made for expenses.

Findings in Fact

- 13. The Applicants let the Property as a Private Residential Tenancy to the Respondent with commencement on 1 August 2018 ("the Tenancy").
- 14. In terms of clause 8 of the Tenancy Agreement, the Respondent required to pay rent of £480 a month in advance on the 1st day of each month.
- 15. Rent was increased to £550 a month from 1 May 2024.
- 16. As of 11 July 2025, the Respondent was in arrears of rent of £4,950 having failed to make payment of rent from 1 November 2024 until that date.
- 17. On 11 July 2025, the Applicants' agent drafted a Notice to Leave in correct form addressed to the Respondent, providing the Respondent with notice, amongst other matters, that he was in rent arrears.
- 18. The Notice to Leave provided the Respondent with notice that no application would be raised before the Tribunal prior to 18 August 2025.
- 19. The Applicants served a copy of the Notice to Leave on the Respondent by email on 11 July 2025.
- 20. The Applicants raised proceedings on or about 24 October 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.
- 21. The Respondent has not made any payment towards rent since 15 October 2024, and the rent has been in arrears since 1 November 2024.

22. As of 1 May 2026, the Respondent remains in arrears of rent in the amount of £9,900 which is 18 months of rent, and was further due to pay £550 for rent due that day.
23. The Respondent does not claim to have paid any amount of rent of £10,450 due as at 1 May 2026.
24. The sum of arrears remaining as of 1 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.
25. The Respondent lives alone and the Property.
26. The Property is a two-bedroom second floor flat.
27. The Property is not specially adapted for the use of the Respondent nor is its location specifically suitable for the Respondent's needs.
28. A section 11 notice in the required terms of the *Homelessness Etc. (Scotland) Act 2003* was served upon Perth & Kinross Council by the Applicants.
29. The Applicants' agent issued a pre-action protocol letter in standard form to the Respondent by letter on 3 July 2025 providing him with details of the arrears as at that date, and potential sources of advice.
30. The Applicants are both retired and in their 70s, and suffer from multiple health conditions. The second named Applicant is the carer for the first named Applicant.
31. The Applicants rely upon rental income from the Property to assist with care costs.
32. Intimation of the date and time of the CMD was given to the Respondent by Sheriff Officer on 18 March 2026.

Reasons for Decision

33. The application was in terms of rule 109, being an order for eviction from a PRT. We were satisfied in the circumstances that the Notice to Leave had been correctly drafted in its material terms, and had been served upon the Respondent. In any case, no dispute was raised by the Respondent on these matters.
34. 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.*

...

35. The arrears information provided at the CMD 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. Ground 12 is satisfied subject to paragraph 3(b) regarding reasonableness.
36. We require, in terms of the Act as currently amended, to consider the reasonableness of the application even where there are persistent and sizable arrears. We were satisfied that the Applicants' reasons for seeking eviction were reasonable given the amount and duration of the arrears. There was an absence of any engagement by the Respondent on payment of the arrears. There has been (limited) compliance with the pre-action protocol. The Applicants further provided material submissions on reasonableness regarding their own health and financial circumstances.
37. Though we make no findings in fact on the Respondent's personal and health circumstances, we do not seek to imply that we have disbelieved them. We note the Applicants' submission that we should consider whether the submissions are credible but we decline to make a determination either way. The position is that the Respondent has simply failed to make any relevant submission. He lists health issues and caring commitments, but has not explained why this may have led to a complete cessation of payment of rent from 1 November 2024. Further, he makes no proposal for payment of the arrears nor of restarting payment of ongoing rent. Thus, though the Respondent makes a defence on reasonableness, we do not see it as a relevant and specific one and decline to make a finding in fact on any matter in his submissions as they are not relevant to our decision. Nonetheless, had we weighed up the question of reasonableness and treated his submissions as if proven, in all the circumstances we were satisfied that it was reasonable to evict on the basis of the information before us. The Applicants' position was

overwhelming given the length of the arrears, the size of the arrears, the absence of any proposal in payment, and the Applicants' own health and financial position.

38. 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.

Decision

39. 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.

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

1 May 2026

Legal Member/Chair

Date