



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/1673

Re: Property at 26 Hill Street, Ladybank, Fife, KY15 7NP (“the Property”)

Parties:

Mr Scott Findlay, Mrs Gaye Findlay, Silver Birches, Kettlehill, By Cupar, Fife, KY15 7TW (“the Applicants”)

Miss Beth Galletly, formerly residing at the property (“the Respondent”)

Tribunal Members:

Sarah O’Neill (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent of the sum of £2532.53 should be granted in favour of the Applicants.

Background

1. An application was received from the Applicants’ former solicitor on 17 April 2025 seeking a payment order in terms of rule 111 (Application for civil proceedings in relation to a private residential tenancy) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). The Applicants sought an order for payment of £4500 in respect of rent arrears which were alleged to be due by the Respondent to the Applicants as at the date of the application, together with interest at the rate of 8% from the date of the Tribunal’s decision or any such rate the Tribunal considered appropriate in terms of rule 41A of the 2017 rules.
2. Attached to the application form were:

- i) Copy private residential tenancy agreement between the parties in relation to the property, which commenced on 1 May 2022.
 - ii) Rent statement showing alleged rent arrears of £4500 due by the Respondent to the Applicants as at 1 April 2025.
 - iii) Rent increase notice dated 14 November 2024 notifying the Respondent of the Applicant's intention to increase the rent for the property from £725 to £800 per month from 1 March 2025.
3. On the same date, the Applicants made an application (reference no: FTS/HPC/EV/251670) under Rule 109 of the 2017 rules seeking recovery of the property under Grounds 10, 11 and 12. The two applications were conjoined by the Tribunal and heard together.
4. The application was accepted on 12 May 2025.
5. On 15 September 2025, a request to amend the sum sought to £8500 was received from the Applicants' former solicitor, together with an updated rent statement showing that sum to be outstanding as at 1 September 2025.
6. No written representations or time to pay application were received from the Respondent in advance of the case management discussion (CMD) on 2 October 2025.

The case management discussion

7. A CMD was held by teleconference call on 2 October 2025 to consider both the present application and the accompanying eviction application. The Applicants were represented by Miss Simone Callaghan of TC Young solicitors. The Respondent was present on the teleconference call and represented herself.
8. Miss Callaghan told the Tribunal that, while the Applicants were sympathetic to the Respondent's circumstances, the Respondent had not legally terminated her tenancy under Part 5 of the 2016 Act. The Applicants' solicitor had sent an email to the Respondent on 6 March 2025. This email stated that it was the Applicants' position that her tenancy had not been legally terminated, and asked her to confirm that she had ceased to occupy the property and did not intend to return there to live. No response had been received from the Respondent.
9. The Respondent had agreed that the Applicants could obtain access to the property for a pest control company in June 2025. This suggested that her tenancy was still in place at that time. As the Respondent had not legally

terminated her tenancy, she was still liable to pay her rent as required by the tenancy agreement.

10. The Respondent told the Tribunal that she had moved her family and all of her possessions out of the property on 12 December 2024. She and her children had to leave very suddenly as a result of domestic abuse. She had been advised by the police to move to a safe place and had done so with the assistance of her family support worker. She had been advised not to tell anyone where she was going. This was why she had not contacted the Applicants to let them know that she had moved out.
11. When they contacted her on 3 January 2025, she had replied to them confirming that she had moved out and explaining the reasons for this. She had been unable to clean the property before she left, as she would have wanted to. Her car had broken down and she was without a car for six months, which meant she was unable to go back and clean the property.
12. The Respondent said that she had sent the keys to the Applicants at their home address between Christmas and New Year by regular post. She had not received the email of 6 March 2025, as she had been having issues with that email address. That was why she had not responded.
13. At the time when she moved out, she was dealing with the threat of domestic abuse and she and her children were living in fear. She was a sole parent with two autistic children aged 13 and 16. She had no car, Christmas was coming up and they had to move very suddenly. She believed that she had clearly notified the Applicants that she had moved out of the property.
14. The Respondent said that she accepted that she owed £2175 in rent arrears for the period up until 31 January 2025, but did not believe that she should be liable for any rent after that date. She said that she was also willing to pay for damage caused to the property by her son. She was willing to enter into a payment plan to repay the money which she believed she owed to the Applicants.
15. The Respondent also stated that she was no longer working, as her son now needed full time care. It would therefore be very difficult for her to repay any rent arrears at present.
16. The second Applicant, Mrs Findlay, confirmed to the Tribunal that the Applicants had not received the keys to the property in the post.
17. It was clear that the Respondent wished to dispute the sum which the Applicants were seeking in respect of rent arrears. The Tribunal therefore decided to fix an evidential hearing on the application.
18. The Tribunal issued a direction to the parties on 2 October 2025, inviting them to submit further evidence in advance of the hearing. No response to the direction was received from either party prior to the hearing on 22 January 2026.

19. An email was received from the Applicants' solicitor on 22 December 2025, advising that they were no longer acting for the Applicants regarding the present application.
20. A further written submission was received from the Applicants on 16 January 2026.

The conjoined eviction application

21. The Applicants confirmed that they sought an eviction order on ground 10 only i.e. that the tenant was not occupying the let property as the tenant's home.
22. The Tribunal determined that the Respondent had not occupied the property as her only or principal home since on or around 12 December 2024. Ground 10 had therefore been established. The Tribunal noted that the Respondent had confirmed that she did not wish to oppose the application. The Tribunal found that it was clear that the Respondent would not be returning to occupy the property, given her circumstances.
23. The Applicants clearly wished, however, to seek an eviction order for the avoidance of any doubt that the tenancy had ended, in order that they could recover possession of the property. The Tribunal therefore determined that it would be reasonable to grant an eviction order, and made such an order.

The hearing

24. A hearing was held on 22 January 2026 by telephone conference call. Both Applicants were present on the teleconference call and represented themselves.
25. The Respondent was not present or represented. The Tribunal was not satisfied that the Respondent had been adequately notified of the date and time of the hearing. The hearing notification had been sent only to an email address which the Respondent said that she had been having difficulties with at the CMD.
26. The Tribunal therefore decided to continue the hearing, to ensure that the Respondent was duly notified of the continued hearing and was given the opportunity to put forward her case.
27. The Tribunal noted that it appeared from the Applicants' submissions of 16 January 2026 that they wished to increase the sum sought to £10306.45. It observed that should they wish to request to amend the sum claimed to this amount, they should notify both the Tribunal and the Respondent of this in writing at least 14 days before the continued hearing.

28. The Tribunal also issued a direction to the parties on 22 January 2026, inviting them to submit further evidence in advance of the continued hearing on 21 April 2026.

29. No response to the direction was received from either party prior to the continued hearing. No other written representations were received from the Respondent. An email was received from the Applicants on 7 April 2025, requesting that the sum sought be amended to £10306.45. An updated rent statement showing this sum to be due up until 8 December 2025 was attached to the email.

The continued hearing

30. The continued hearing was held on 21 April 2026 by telephone conference call. Mrs Findlay was present on the teleconference call and represented both Applicants. The Respondent was not present or represented. The Tribunal delayed the start of the CMD by 10 minutes, in case the Respondent had been detained. She did not join the teleconference call, however, and no telephone calls, messages or emails had been received from her.

31. The Tribunal was satisfied that the requirements of rule 24 (1) of the 2017 rules regarding the giving of reasonable notice of the date and time of a hearing had been duly complied with. Tribunal therefore proceeded with the hearing in the absence of the Respondent in terms of rule 29 of the 2017 rules.

Preliminary issue

32. The Tribunal noted that an updated rent statement had been received from the Applicants on 7 April 2026, along with a written request to amend the sum sought in the application to £10306.45. This had been submitted to the Tribunal at least 14 days before the hearing, in accordance with rule 14A of the 2017 rules. Due to an administrative error, this had not been sent to the Tribunal and the Respondent until the day before the continued hearing. The Tribunal noted, however, that the Applicants had already indicated at the initial hearing that they wished to increase the sum sought to this amount. As the Respondent was not present, there was no opposition to the amendment.

33. The Tribunal therefore allowed the amendment, but noted that this did not necessarily mean that the Tribunal would make an order for the sum sought.

Submissions on behalf of the Applicants

34. Mrs Findlay told the Tribunal that the Applicants had first become aware that the Respondent may have left the property on 11 December 2024. A neighbour had told them that there had been removal vans at the property and that they believed the Respondent had moved out. Mrs Findlay then sent an email to the Respondent on 3 January 2025 asking whether she had in fact left the property.
35. The Respondent had sent an email in response on the same date. In the email, the Respondent explained in some detail the difficult situation she and her children had found themselves in due to domestic abuse. She explained that they had to leave the property suddenly because she had been advised by the police to move elsewhere. She said that her belongings were in storage and that she and her children were now living in a safe place. She acknowledged that she owed rent arrears, and that her son had caused damage to the property. She asked whether a payment plan could be arranged. She apologised for the state they had left the property in, due to their sudden departure.
36. Mrs Findlay had responded shortly afterwards, asking the Respondent for permission to enter the property using the Applicants' keys, in order to check whether the heating was on and to assess the cost of the damage. The Respondent agreed to this and the Applicants accessed the property on 4 January 2025. The Respondent's car was parked in the street outside the property because it had broken down, and she had to leave it there. When the Applicants went into the property (which Mrs Findlay confirmed had been let to the Respondent unfurnished) on 4 January, they found that the Respondent had removed her furniture, aside from a bed base with no mattress.
37. A number of other items belonging to the Respondent had been left in the property. These included two televisions, some bags of clothes and a swing and trampoline in the garden. Food had been left in the fridge and the freezer, and half-eaten food and pizza boxes were in evidence. This was out of character, as the Respondent had always looked after the property very well.
38. The Applicants did not touch the items which had been left as they were unsure whether the Respondent had left permanently or whether she might come back to live in the property. They assumed that the accommodation she was currently living in was temporary. The Respondent's car had remained outside the property for a few weeks. A neighbour had told Mrs Findlay on 23 January 2025 that the car had been removed. The Applicants had driven past the property several times in the evening in January 2025, and the lights had been on and the curtains closed. They could see some mail piling up.

39. The Applicants were concerned, given all of this, that they had not received proper written notice of termination from the Respondent. She had not mentioned that she was giving 28 days' notice and had not stated a date for the end of her tenancy, as required by section 49 of the 2016 Act. The Applicants had taken advice and did not feel that the situation was clear enough to allow them to take back possession. They were concerned that there was a risk that the Respondent might return to live in the property. While the Respondent had said at the CMD that she had posted the keys back between Christmas and New Year, she had not mentioned this in her emails of 3 January 2026.
40. On 21 January 2026, Mrs Findlay again emailed the Respondent, asking her to confirm whether the intention of her email of 3 January was to notify the Applicants that she was terminating her tenancy, and asking her to confirm the position. She received no response. The Applicants had also not received the keys.
41. The Applicants had sent the Respondent a Notice to Leave (citing grounds 10 and 11) on 15 January 2025. They then sent a further Notice to Leave citing ground 12 on 1 February 2025. Both notices were sent to the Respondent both by email and by post to the property address. They had been signed for by one of the neighbours, who had told the Applicants that someone had come to collect mail for the Respondent. They did not know who this was. No response to either of the notices was received from the Respondent.
42. The Applicants therefore concluded that the Respondent had not ended her tenancy. They were keen to do things properly and to follow the correct legal process, so that the situation was clear. They had instructed a solicitor, who had written to the Respondent on 6 March 2025, asking her to confirm that she had ceased to occupy the property and did not intend to return there to live. No response was received from the Respondent.
43. The Applicants had heard nothing further from the Respondent until June 2025. A neighbour had contacted the Applicants in early June raising concerns that there may be mice or rats in the property due to the half-eaten food which had been left there. Mrs Findlay had sent an email to the Respondent on 4 June 2025 asking for her permission to allow access for a pest control company. The Respondent had replied the next day to say that this was fine. This suggested that she had not ended her tenancy. The pest control company had obtained access to the property. Mrs Findlay had then asked the Respondent again on 6 June 2025 for access to the property to carry out a gas safety inspection, but no further response had been received from her.

44. The Respondent had made no rent payments since October 2024, and there had been no further contact from her regarding a payment plan. The Applicants had been unable to access the property again until 9 December 2025, after the eviction had been carried out by sheriff officers.
45. The legal member of the Tribunal noted that the Respondent had made clear at the CMD on 2 October 2025 that she had moved out and did not intend to return to the property. Mrs Findlay acknowledged this, but said that the Applicants wanted to follow the correct process to recover the property.
46. The legal member noted that the Tribunal had received no submissions from the Applicants regarding the application of section 50 of the 2016 Act with regard to the termination of the tenancy. They had been directed to make such submissions in the Tribunal's first direction of 2 October 2025.
47. Mrs Findlay said that the Applicants had discussed this with their former solicitor. They felt that they did not know whether the Respondent had ceased to occupy the property, because they had not received any formal notice as required under section 49 of the 2016 Act. She reiterated that the Applicants were unsure whether the Respondent had left the property on a permanent or temporary basis.
48. Mrs Findlay added that the Applicants were sympathetic to the Respondent, given the circumstances. While they did not wish to appear unreasonable, the situation had caused them a lot of stress and worry over the past year or so. They had also suffered a considerable financial loss as a result of the unpaid rent and damage caused to the property by the Respondent's family. While there was no mortgage over the property, the rent was their pension pot. They were also concerned about the state of the property and about the impact on the neighbours, They had previously lived in the house themselves for 25 years and knew all the neighbours well. They had always had a good relationship with the Respondent prior to this, and they had always communicated well.
49. Mrs Findlay confirmed that the Applicants sought an order for the sum of £10306.45, being the rent alleged to be due up until 8 December 2025, as shown on the updated rent statement.
50. She also confirmed that the Respondent's tenancy deposit of £725 remained lodged with Safe Deposits Scotland. The Applicants had not yet submitted a claim to the scheme, as they had spent the past few months assessing the damage to the property and were still awaiting some bills in respect of this. Once they had these, they would make a claim against the deposit.

Findings in fact

51. The Tribunal made the following findings in fact:

- The Applicants are the owners and registered landlords of the property.
- There was a private residential tenancy in place between the parties, which commenced on 1 May 2022.
- The Respondent vacated the property on around 11 or 12 December 2024.
- The Respondent notified the Applicants by email of 3 January 2025 that she had moved out of the property with her children. The email did not meet the requirements of sections 48 and 49 of the 2016 Act.
- The Respondent posted the keys to the property to the Applicants in December 2024, but the Applicants did not receive these.
- On 15 January 2025, the Applicants served a Notice to Leave citing Grounds 10 (not occupying let property) and 11 (breach of tenancy agreement) and stating the date before which proceedings could not be raised to be 15 February 2025.
- On 1 February 2025, the Applicants served a further Notice to Leave citing ground 12 (rent arrears) and stating the date before which proceedings could not be raised to be 4 March 2025.
- The Respondent has not occupied the property as her only or principal home since around 11 or 12 December 2024.
- The Respondent removed her furniture and most of her belongings from the property on or around that date.
- The Respondent's car remained parked outside the property after that date, but was removed on or before 23 January 2025.
- The Respondent did not respond to the letter from TC Young, the Applicants' solicitor, dated 6 March 2025.
- The Respondent replied to an email of 4 June 2025 from Mrs Findlay agreeing that the Applicants could obtain access to the property for a pest control company.
- The rent payable under the tenancy agreement was £725 per month, payable on the first day of the month.
- The Respondent last made a rental payment to the Applicants on 2 October 2024.

Reasons for decision

52. In making its decision, the Tribunal carefully considered all of the written and oral evidence before it as at the date of the continued hearing. The Tribunal applied the civil burden of proof, which is the balance of probabilities.

53. The Tribunal found Mrs Findlay to be credible and honest in her evidence. While it had only heard from the Respondent at the CMD, it had also found her to be credible and honest in the oral evidence that she did provide.

54. The Tribunal noted that it was unfortunate that the matter had reached this stage of the tribunal process, given that the Respondent had moved out of the property around 16 months previously. There had clearly been a good relationship between the parties prior to the Respondent moving out. The Respondent had clearly been going through a very difficult time when she had to leave the property suddenly. Since then, there had been issues with communication between the parties.
55. The Applicants were correct in saying that the Respondent's email of 3 January 2025 did not fully comply with the legal requirements for notice to be given by a tenant under a private residential tenancy, as set out in sections 48 and 49 of the 2016 Act. Section 48(1) provides that a tenant may bring a private residential tenancy to an end by giving the landlord a notice which fulfils the requirements described in section 49.
56. Section 49 (1) provides that *a notice fulfils the requirements referred to in section 48(1) if—*
- (a) it is given—*
 - (i) freely and without coercion of any kind,*
 - (ii) after the tenant begins occupying the let property,*
 - (b) it is in writing, and*
 - (c) it states as the day on which the tenancy is to end a day that is after the last day of the minimum notice period.*
57. The "minimum notice period" is defined in section 49 (3) as a period which—
- (a) begins on the day the notice is received by the landlord, and*
 - (b) ends on the day falling—*
 - (i) such number of days after it begins as the landlord and tenant have validly agreed between them, or*
 - (ii) if there is no such valid agreement, 28 days after it begins.*
58. The Respondent's email of 3 January 2025 met most of the requirements of section 49 (1) but failed to state a date on which the tenancy was to end. Had it done so, the minimum notice period would have been 28 days, and the earliest date on which the tenancy could end would have been 1 February 2025, being one day after the last day of the minimum notice period.
59. While the Respondent's notice did not entirely conform to the legal requirements, however, the Tribunal considered that it was clear from her email

of 3 January 2025 that she had left the property and would not be returning. She had been advised by the police to leave urgently. She had taken all of her furniture and most of her belongings. Some things had been left behind, which was consistent with her having to move suddenly at short notice and in difficult circumstances. Mrs Findlay said herself that it was out of character for the Respondent to leave the place in such a mess.

60. It is difficult to see why the Applicants thought that she might possibly return, especially by the end of January 2025 when her car was also gone. They appear to have made the assumption that a safe house was temporary by its nature. The Tribunal does not consider, however, that there was any suggestion in the Respondent's email of 3 January 2025 that the move might only be temporary. It was clear that there were compelling reasons both as to why she left, and why she would not wish to come back to the property.
61. The Respondent told the Tribunal at the CMD that she believed she had clearly notified the Applicants that she had moved out of the property. She accepted that she owed the rent up until 31 January 2025, suggesting that she had intended to give 28 days' notice.
62. The Tribunal takes the view that while the Respondent had not sent the Applicants the correct legal notice, she had clearly communicated to them that she had left the property and did not intend to come back.
63. It is unfortunate that the Respondent did not respond to Mrs Findlay's email of 21 January 2025, and that the keys which she had posted had not been received. She told the tribunal at the CMD that she had not received the solicitor's email of 6 March 2025. Had she responded to either of these emails and/or had the keys been received, any necessity for both the eviction application and the present application might have been avoided. It does not follow, however, that because the Respondent did not respond to these emails that her tenancy must be treated as not having come to an end, and that she should therefore continue to be contractually liable to pay rent for the property.
64. The Applicants had served a Notice to Leave on the Respondent on 15 January 2025, one of the grounds being that she was no longer occupying the property. They clearly believed at that time, therefore, that she had left the property.
65. While the Tribunal accepts that the Applicants were keen to establish whether the Respondent had left the property permanently, it considers that they were perhaps overly cautious in their approach. They could have taken action to visit the property to ascertain whether the Respondent had left permanently much earlier, after the first Notice to Leave had expired. Yet they did not do so, and

went on to contact the Respondent as late as 4 June 2025 asking her for permission to access the property.

66. It is not clear why the Respondent replied to Mrs Findlay's email of 4 June 2025 in the way that she did, rather than making clear that she was no longer living there. It should at the very least have been very clear to the Applicants when they obtained access to the property in early June that the Respondent was no longer living there. She was not there when they entered and her possessions and half-eaten food were still there, as they had been some five months earlier.
67. While the Tribunal had granted an eviction order in favour of the Applicants which stated that the tenancy ended on 3 November 2025, it did so because it was clear that the Applicants wished to obtain an eviction order, and the Respondent did not oppose it. That did not necessarily mean, however, that the Respondent was due to pay rent up until that date, or indeed up until the sheriff officers enforced the order on 8 December 2025. Even in the event that they had not been aware of it earlier, the Respondent clearly said at the CMD on 2 October 2025 that she was no longer living in the property.
68. The Tribunal appreciates the Applicants' clear desire to follow the correct process. It does not, however, consider that it would be fair or reasonable to require the Respondent to pay rent for a period of 11 months after she left the property because they took a very cautious approach, given the clear indications from December 2024 onwards that she had moved out permanently.
69. Regardless of whether the Respondent had provided the correct legal notice, the Tribunal considered that section 50 of the 2016 Act is applicable in this situation. This states:

50. Termination by notice to leave and tenant leaving

(1) A tenancy which is a private residential tenancy comes to an end if—

(a) the tenant has received a notice to leave from the landlord, and

(b) the tenant has ceased to occupy the let property.

(2) A tenancy comes to an end under subsection (1) on the later of—

*(a) the day specified in the notice to leave in accordance with section 62(1)(b),
or*

(b) the day on which the tenant ceases to occupy the let property.

(3) For the avoidance of doubt, a tenancy which is to come to an end under subsection (1) may be brought to an end earlier in accordance with section 48.

70. Mrs Findlay indicated at the continued hearing that the Applicants did not think that this was applicable here because they did not know for certain whether the Respondent had ceased to occupy the property, as they had not received the required legal notice from her. Whether the Respondent had served the correct notice is not the relevant question here, however. She had received a Notice to Leave dated 15 January 2025 from the Applicants. Therefore the question to be considered is whether as a matter of fact the tenant has ceased to occupy the property.
71. While the wording of section 50 appears to assume that the tenant will vacate the let property *after* the Notice to Leave is served, rather than *before* it is served, this is not explicitly stated. In this case, the Respondent had received a Notice to Leave and the Tribunal finds that she ceased to occupy the let property on or around 11/12 December 2024.
72. Therefore, in terms of section 50(2), the tenancy came to an end on the date specified in the Notice to Leave as the date on which the Applicants expected to become entitled to make an application for an eviction order to the Tribunal (i.e. the date specified in accordance with section 62 (1) (b)). That date was 15 February 2025. While a further Notice to Leave was later served on the Respondent, the Tribunal takes the view that the first Notice is the relevant notice for the purposes of section 50.
73. The Tribunal therefore considers that the Respondent is liable to pay the Applicants the rent which was due up to and including 15 February 2025. The rent due up until 31 January 2025 totals £2175. To be added to this is the rent payable for the period from 1-15 February 2025. Based on a monthly rent of £725, the daily figure is £23.84 (i.e. £ 725 x 12/365). The sum payable for 15 days is therefore £357.53. The total sum due is therefore £2532.53 (i.e. £2175 + £357.53).
74. The Tribunal therefore determined that an order for payment by the Respondent of the sum of £2532.53 should be granted in favour of the Applicants.
75. In their application, the Applicants asked the Tribunal to award interest at the rate of 8% from the date of the Tribunal's decision or any such rate the Tribunal considered appropriate in terms of rule 41A of the 2017 rules. Mrs Findlay did not ask the Tribunal to award interest at the continued hearing, however. The Tribunal notes that had she done so, it is unlikely that the Tribunal would have considered that it was reasonable to grant interest on the sum due.

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.

Sarah O'Neill

21 April 2026

Legal Member/Chair

Date