



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)

Chamber Ref: FTS/HPC/EV/25/3825

Re: Flat 3, 4 Harley Gardens, Bonnybridge, FK4 2BQ
 (“the Property”)

Parties:

Dr Renjith Antony and Dr Simi Sudhakaran, 1 Wolfreton Garth, Kirkella, Hull, HU10 7AB (“the Applicants”, with Dr Renjith Antony described in this decision as the “First Applicant”)

Mr Derek Stark, Flat 3, 4 Harley Gardens, Bonnybridge, Falkirk, FK4 2BQ (“the Respondent”)

Tribunal Members:

Pamela Woodman (Legal Member) and Elizabeth Williams (Ordinary Member)

Present:

The case management discussion took place at 10am on Thursday 30 April 2026 by teleconference call (“**the CMD**”). The First Applicant was present and was representing both Applicants. The Respondent was not present and was not represented. The clerk to the Tribunal was Jade Cassidy. This case was conjoined with the case with reference FTS/HPC/CV/25/3912.

DECISION

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order be granted under ground 12 of schedule 3 to the 2016 Act against the Respondent.

BACKGROUND

1. An application had been made to the Tribunal under section 51(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The

First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 109 (*Application for an eviction order in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was an eviction order against the Respondent in respect of the Property on the basis of ground 12 (rent arrears over three months).
3. Ground 12 of schedule 3 to the 2016 Act provides that:
 - “(1) It is an eviction ground that 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. The application form was dated 3 September 2025 (and sent by e-mail to the Tribunal’s administration team, with the Respondent in cc, on 7 September 2025) and copies of various documents were provided, including:
 - a. the private residential tenancy agreement between the Applicants and the Respondent dated 18 and 20 June 2021 (“**Tenancy Agreement**”).
 - b. a notice to leave dated 16 June 2025 addressed to the Respondent at the Property (“**Notice to Leave**”), which stated that an application would not be submitted to the Tribunal for an eviction order before 17 July 2025 and that the eviction ground was “You are in rent arrears over three consecutive months” (ground 12).
 - c. covering e-mail to the Respondent (using the e-mail address for notices set out in the Tenancy Agreement) dated 16 June 2025 attaching the Notice to Leave.
 - d. a notice under section 11(3) of the Homelessness etc. (Scotland) Act 2003, together with the covering e-mail sending it to the local authority on 9 September 2025.
 - e. rent account covering the period from 1 September 2024 to 29 August 2025 and which showed arrears of rent as at 29 August 2025 of £2,466.01 (“**Original Rent Statement**”).
 - f. landlord’s rent increase notice dated 6 April 2023 which intimated that the rent was to be increased to £566.50 per month as from 29 July 2023 and narrated that there had been no previous rent increase.

- g. landlord's rent increase notice dated 24 April 2024 which intimated that the rent was to be increased to £617.49 per month as from 29 July 2024.
 - h. pre-action protocol correspondence.
5. A notice of acceptance of the application was issued dated 3 November 2025 under rule 9 of the HPC Rules which stated that the paperwork had been received between 8 September 2025 and 4 October 2025.
 6. The Respondent was sent notice of the CMD by letter dated 12 March 2026, which was confirmed (in the certificate of intimation from Walker Love, sheriff officers) as having been served on the Respondent by means of the letterbox at the Property on 13 March 2026.
 7. By e-mail dated 3 April 2026, the Applicants provided an updated rent account covering the period from 31 January 2025 to 29 March 2026 and which showed arrears of rent as at 29 March 2026 of £6,788.44 ("**Updated Rent Statement**") and no payments having been made by the Respondent since 2 June 2025. The Applicants had sent this e-mail to the Respondent (in cc) to his e-mail address as noted in the Tenancy Agreement.
 8. The Respondent had not provided written representations in advance of the CMD.

PROCEEDINGS, NAMELY THE CMD

9. The First Applicant confirmed, to the best of his knowledge, that the Respondent was still in occupation of the Property, that the Respondent lived by himself, that the Respondent did not have any specific needs that had required any adaptations to the Property, that the Respondent had been employed as an HGV driver when the tenancy commenced but it was not known if he was still employed. The First Applicant did not know the age of the Respondent.
10. The First Applicant confirmed that the arrears of rent, as at the date of the CMD, were £7,405.93 (including the rent which fell due on 29 April 2026).
11. The First Applicant explained that he and the letting agents had made various attempts to engage with the Respondent (including to try to agree a payment plan to clear the arrears) in order to avoid getting to the stage of bringing these proceedings but that the Respondent had not responded.
12. The First Applicant confirmed that the letting agents undertook regular inspections of the Property every 1 to 2 months and that there was evidence that the Respondent was still living in the Property at the last inspection which was a month or so ago but that the letting agents had not spoken to the Respondent as he was not in the Property at the time.
13. The First Applicant confirmed that the Property was the only rental property which the Applicants owned.

FINDINGS IN FACT

14. The Applicants were the registered proprietors of the Property (under title number STF56858) and were registered as landlords.
15. The Tenancy Agreement narrated that:
 - a. the start date was 29 May 2021;
 - b. rent was payable at a rate of £550 per month, on or before the 29th of the month;
 - c. a rent deposit of £1,100 was to be paid;
 - d. notices to be served under the Tenancy Agreement were to be served using the email addresses set out in the Tenancy Agreement.
16. The rent had been increased as at 29 July 2023 to £566.50 per month and again from 29 July 2024 to £617.49 per month.
17. The Tribunal was satisfied, on the balance of probabilities, that there were arrears of rent of £6,788.44 as at 3 April 2026 when the Applicants had submitted an application under HPC Rule 14A to increase the amount of arrears.

REASONS FOR DECISION

18. The Tribunal was satisfied, on the balance of probabilities, that:
 - a. The requisite notices were valid and had been validly served (and received by the Respondent);
 - b. The Respondent had been in arrears of rent (of some amount) for over three months when the Notice to Leave was issued, the amount of arrears at that time being £613.54.
 - c. It was reasonable to grant an eviction order in the circumstances of this case. This was on the basis that:
 - i. no payment had been made by the Respondent since 2 June 2025;
 - ii. there were arrears of rent as at the date of the CMD of over 11 months;
 - iii. there had been arrears of some amount since 28 February 2025, a period of over 14 months;
 - iv. the Applicants had a mortgage in respect of the Property and were having to cover the mortgage payments themselves, when previously the rent had covered the mortgage payments; and
 - v. despite attempts by the Applicants and the letting agents, the Respondent had not engaged with the Applicants or the letting agents (or the Tribunal in relation to these proceedings).

19. Accordingly, the Tribunal found that ground 12 (rent arrears) of schedule 3 to the 2016 Act applied.

20. The Tribunal was not satisfied that the requirements of HPC Rule 40 had been met in respect of the award of expenses, in that the lack of any engagement by the Respondent did not amount to “unreasonable behaviour” in the conduct of the case which had put the Applicants “to unnecessary or unreasonable expense”.

DECISION

21. The Tribunal granted the application under section 51(1) of the 2016 Act for an eviction order on the basis of ground 12 (rent arrears).

Right of Appeal

In terms of Section 46 of the Tribunals (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.

Pamela Woodman

Chair

P S Woodman

Date *30 April 2026*