



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

Chamber Ref: FTS/HPC/EV/25/3357

Property at 100 Croft Crescent, Markinch, Glenrothes, KY7 6EJ (“the Property”)

Parties:

Mr William Shannon, Mrs Pamela Shannon, 92a Main Street, Coaltown of Balgonie, Glenrothes, KY7 6HX (“the Applicants”)

Ms Kelly-Anne Stroud or Reidy, 100 Croft Crescent, Markinch, Glenrothes, KY7 6EJ; 187 Inverary Avenue, Glenrothes, KY7 4QS (“the Respondent”)

Tribunal Members:

Josephine Bonnar (Legal Member) and Mary Lyden (Ordinary Member)

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

Background

1. The Applicants seek an eviction order in terms of Section 51 and grounds 5 and 12 of schedule 3 of the 2016 Act. Various documents, including an unsigned tenancy agreement, Notice to Leave and section 11 notice were lodged with the application.
2. A copy of the application was served on the Respondent, and the parties were notified that a case management discussion (“CMD”) would take place on 2 February 2026 at 2pm. Prior to the CMD, the Applicants submitted an updated rent statement and a request to amend the related payment application to the sum of £5992.89.
3. The CMD took place on 2 February 2026. The Applicants were represented by Ms Forbes, solicitor. The Respondent participated.

4. Ms Forbes told the Tribunal that the Respondent is Mrs Shannon's niece and that the property is the Applicants' only rental property. Their son previously lived there. It was then rented out. The Respondent is the second tenant to live there.
5. Ms Stroud told the Tribunal that she accepted that the sum specified in the updated rent statement is unpaid. However, she said that this was due to the Applicants failing to provide her with a tenancy agreement. An agreement was not signed at the start of the tenancy. They told her it was not required. However, her universal credit payments stopped because she could not provide the DWP with a tenancy agreement. It took several months to get this from the Applicants. They eventually turned up at her home with it. The payments resumed when she was able to provide the DWP with a copy.
6. Ms Stroud said that although she would prefer to find alternative accommodation, she has not been able to do so in either the private or social rented sector. The eviction application was opposed for this reason. However, she also opposed it because the Applicants caused the rent arrears and also because their son does not intend to live in the property. Until recently she was in touch with Mr Steven Shannon on social media and he told her that he was not planning to live in the property. In response to questions from the Tribunal, Ms Stroud said that she lives at the property with her 19 year old son who is autistic. He is at college. She works as a pupil support worker although she had just returned to work after a period of absence due to stress.
7. The Tribunal determined that the applications would proceed to an evidential hearing and that the following issues would require to be established: -
 - (a) Did the Applicants issue the Respondent with a tenancy agreement at the start of the tenancy?
 - (b) If a tenancy agreement was not issued, did the Applicants' failure to provide the Respondent with an agreement cause the Respondent to incur arrears of rent as she was unable to obtain UC housing costs?
 - (c) Does the Applicant's son intend to live in the let property.
 - (d) If either of the eviction grounds are established, would it be reasonable for the Tribunal to grant an order for eviction.
8. Following the CMD, the Tribunal issued a direction which required the parties to submit certain information and documents before the Hearing. The parties were notified that the Hearing would take place by telephone conference call on 9 July 2026. Prior to the Hearing the Applicants lodged the following
 - (a) A written submission.
 - (b) A request to amend the related CV case to the sum specified in an updated rent statement.

- (c) The updated rent statement.
 - (d) Affidavit from a neighbour James Dick which states that he believes the Respondent moved out in May 2026 although she was still coming back to the property from time to time to collect belongings.
 - (e) Letter to the Respondent at 187 Inverary Avenue, Glenrothes with Royal Mail track and trace report confirming delivery.
 - (f) Affidavit of Steven Shannon, the son of William Shannon which confirms his intention to live in the let property and his reasons for doing so.
 - (g) Messages between the Respondent and Pamela Shannon about rent and Universal Credit. The messages include one dated 25 October 2024 from the Respondent requesting a written tenancy agreement to give to the DWP.
 - (h) A telephone attendance note from the Applicants' solicitor's firm. This states that the Respondent telephoned the office, spoke to the receptionist and confirmed that she had moved out of the property but had not yet removed all her possessions because she had received threats.
9. The Applicant lodged two further affidavits on 7 July 2026. However, as these were lodged late in terms of both the direction and the Procedure Rules, the Tribunal decided that they would not be considered. This was because the documents were only sent to the Respondent by post on 8 July 2026 and she may not have received them before the Hearing.
10. The Respondent did not respond to the direction or contact the Tribunal prior to the hearing.
11. The Hearing took place on 9 July 2026 at 10am. The Applicants both attended and were represented by Ms McGowan. The Respondent did not participate and was not represented.

The Hearing

12. The Applicants and their representative told the Tribunal that, as far as they are aware, the Respondent is now living at 187 Inverary Drive, Glenrothes. The information was provided by a neighbour and the letter sent to her at this address was delivered and signed for. However, the keys for the property have not been returned and the Respondent has not given written notice or confirmed in writing that the tenancy is terminated. Ms McGowan confirmed that the eviction order is still sought. In response to questions from the Tribunal, the Applicants said that the payments to the rent account from Universal Credit stopped in March 2026. They thought that this might be due to the Respondent moving to a new home. The neighbour said that she moved out in May. However, Mr Shannon was at the property in May with a gas engineer to do the gas safety check. He had given proper notice of the visit and when the Respondent did not answer the door, they entered the property so that the

inspection could be carried out. There was no furniture in the property although some clothing was still there.

13. The Tribunal was told that the last payment made by the Respondent to the rent account was in October 2024. The Applicants contacted Universal Credit and received direct payments between April 2025 and February 2026. There have been no payments since that date, and the arrears are now £9012.89. The Applicants also confirmed that Mr Shannon's son intends to move into the property as soon as it is recovered. His reasons are as set out in his affidavit, and he is currently sleeping on a couch in his mother's house. The Applicants confirmed that the property is their only rental. They do not know whether the Respondent's new home is a Council or housing association house or a private let. She has a partner and may have moved in with him. Her son is also staying at the new address. It is understood that the Respondent is currently working as support assistant at a local primary school.

Findings in Fact

14. The Applicants are the owners and landlords of the property.
15. The Respondent is the tenant of the property in terms of a private residential tenancy agreement.
16. The Respondent is due to pay rent at the rate of £700 per month.
17. The Respondent has been in arrears of rent since July 2024, and no payments have been made to the rent account since February 2026.
18. The Respondent currently owes £9012.89 in unpaid rent.
19. The First Respondent's son is currently homeless and intends to live at the property as his only or principal home.
20. The Applicant served a Notice to leave on the Respondent on 10 April 2025.
21. The Applicant issued correspondence in compliance with the rent arrears pre action protocol.
22. The Respondent no longer resides at the property. However, she has not terminated the tenancy, notified the Applicants that she has vacated the property or returned the keys. She has left some belongings at the property.
23. The property is the Applicants' only rental property.
24. The Respondent is in employment and is residing at another address in Glenrothes.

Reasons for Decision

25. The application was submitted with a Notice to Leave dated 9 April 2025 and a Sheriff Officer certificate of service which confirms that it was served on the Respondent on 10 April 2025. The Notices states that an application to the Tribunal is to be made on ground 12, rent arrears over three consecutive months and ground 5, a member of the landlord's family intends to live in the let property. The application to the Tribunal was made after expiry of the notice period. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.
26. Section 51(1) of the 2016 Act states, "The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies."
27. Ground 5 of Schedule 3 states, "(1) It is an eviction ground that a member of the landlord's family intends to live in the let property. (2) The First-tier Tribunal may find that the ground named in sub-paragraph (1) applies if – (a) a member of the landlord's family intends to occupy the let property as that person's only or principal home for at least 3 months, and (b) the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact."
28. Ground 12 of Schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states "(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 in 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."
29. Sub-Paragraph (4) states, "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 Minister in regulations." Relevant benefits are defined in sub-paragraph (5) and include housing benefit and universal credit. The Pre Action-Requirements Regulations include the provision of clear information relating to the terms of the tenancy agreement, the level of the arrears, the tenant's rights in relation to eviction proceedings and how the tenant can access information and advice.
30. From the documents submitted by the Applicant, the information provided at the CMD and the further information and evidence provided at the Hearing, the Tribunal is satisfied that the Respondent currently owes the sum of £9012.89 in unpaid rent and that she has been in arrears of rent for three or more

consecutive months, both at the date of service of the Notice to leave and the hearing. Part 1 of Ground 12 is therefore established. Although the Respondent claimed that the arrears were the result of the Applicants failing to provide her with a tenancy agreement leading to a refusal by the DWP to pay housing costs, the Tribunal is not persuaded that this is established. It is not disputed that there was no tenancy agreement at the start of the tenancy. Although this is unsatisfactory, the Respondent is a family member, so the decision is understandable. The Respondent did not produce any evidence. On the other hand, the Applicants provided the Tribunal with a message from the Respondent requesting an agreement in October 2024. They complied with the request promptly. However, she had been in arrears of rent since July 2024 and ultimately it is the tenant's responsibility to ensure that rent is paid in full and on time.

31. The Tribunal is also satisfied that the first part of ground 5 is established. An affidavit from Mr Hannon's son was provided. This confirmed that he is moving into the property as he is currently homeless and is not able to provide a home for his daughter, for whom he shares custody with a former partner. The Respondent's claim that Steven Shannon told her on social media that he is not planning to live in the property was wholly unsupported by any evidence.
32. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -
 - (a) The Applicant has complied with the Rent Arrears Pre-Action Protocol. The Applicant submitted evidence that the standard pre action correspondence has been issued.
 - (b) There is no evidence to support the Respondent's claim made at the CMD that the rent arrears are attributable to a delay in getting the housing costs element of UC. The Respondent requested a tenancy agreement in October 2024. She was provided with an agreement. She already owed £1200 at that stage and made no further payments to the rent account. The Applicants had to apply to the DWP for direct payments, which started in April 2025.
 - (c) The Respondent did not participate in the Hearing or notify the Tribunal whether the application is opposed.
 - (d) The arrears are substantial and are increasing.
 - (e) The Respondent and her son appear to have found alternative accommodation elsewhere and have moved out of the property.
 - (f) The first Applicant's son is currently homeless and requires the property for himself and his daughter, who is due to stay with him on a part time basis. She is currently unable to do so because he is sleeping on a couch in his mother's home.

33. The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act that grounds 5 and 12 have been established. For the reasons outlined in paragraph 32, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

Decision

34. The Tribunal determines that an eviction order should be granted against the Respondents.

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.

Josephine Bonnar, Legal Member

13 July 2026