

Housing and Property Chamber
First-tier Tribunal for Scotland



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/25/5499

Re: Property at 48 Glenview, Kirkintilloch, Glasgow, G66 1PG (“the Property”)

Parties:

Mr Graham Inglis, Mrs Anne Inglis, 20 Bridgeway Terrace, Kirkintilloch, Glasgow, G66 3HJ (“the Applicant”)

Mr Gerard Green, 48 Glenview, Kirkintilloch, Glasgow, G66 1PG (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member) and Gerard Darroch (Ordinary Member)

Decision (in absence of the Respondent)

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 Applicant.

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Ground 12 of Schedule 3 of the 2016 Act. Detail of the tenancy arrangement, a Notice to leave, rent statement, section 11 notice and evidence regarding the rent arrears pre-action protocol were lodged with the application.
2. A copy of the application was served on the Respondent by Sheriff Officer on 26 June 2026. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 30 July 2026 at 2pm and that they were required to participate. The Respondent was required to submit any written representation in response to the application by 16 July 2026. No written representations were received prior to the CMD.

3. The CMD took place on 30 July 2026. The start time of the CMD was delayed by approximately 5 minutes. The Applicant was present and represented themselves. The Respondent did not participate.

Summary of Discussion at CMD

4. The Applicant told the Tribunal that the Respondent is still believed to be living at the property.
5. The Applicant stated that tenancy started on 01 April 2025 and in terms of the Private Residential Tenancy agreement lodged with the application the rent is £750 per calendar month due in advance. The Tribunal noted there are two addendums to the tenancy agreement: one relates to the tenancy deposit of £850, and the other concerns adjustment of the calendar monthly rent to an equivalent four-weekly rent of £683 which arrangement commenced on 05 June 2025, with £683 due on that date, then £683 every four weeks thereafter. The Applicant stated this adjustment was made to accommodate the Respondent as he was receiving his salary every four weeks. A table detailing the history of payments produced with the application demonstrated there were more than three consecutive months arrears of rent when a Notice to Leave was served upon the Respondent on 20 November 2025. Pre-action protocol correspondences were sent to the Respondent, including communications via WhatsApp messages. The Applicant explained that communication with the Respondent was generally via WhatsApp message exchanges, including those regarding the arrears of rent. The Applicant explained the efforts they had made to engage the Respondent via messages and in a letter dated 02 October 2025 – those communications incorporated the detail of rent due in terms of the tenancy, due dates, payments made and the level of arrears of rent, and this was how the Applicant noted the Respondent had taken up advice from Citizens Advice Bureau and from the local authority Housing services. The Applicant told the Tribunal they had not received any payment in the past year. The last payment the Respondent had made to the rent account was £700 on 31 July 2025, and the balance of unpaid rent was currently £9,535. The Applicant stated the Respondent was no longer responding to their WhatsApp communications. The Applicant confirmed they wished the Tribunal to grant an eviction order.
6. The Applicant stated they are aged 67 years and 66 years, and had taken early retirement in order to support and care for elderly relatives and an autistic grandchild. The rental income from the Property was a top up to their pension income. Previously, the Property had been let to a young couple who were the perfect tenants however one of them had died tragically at the start of last year. The Applicant explained they had then sought advice from a letting agent who sourced the Respondent for them as a new tenant. It transpired the local authority would be paying half the Respondent's deposit and half of his first month's rent. The letting agent had stated to the Applicant that they had not encountered a similar arrangement involving the local authority however had assured them there would not be an issue. The deposit sum(s) received were then lodged with one of the approved tenancy deposit schemes. The Applicant stated they had one other rental property however

the rental income from that property covered the relative mortgage expenditure. The Applicant told the Tribunal they were without any income from the Property for a year and had had to use their savings regarding their normal expenditures. The Applicant stated they felt very stressed by the present matter and had endured many sleepless nights. The Applicant cannot continue to sustain the present position regarding the Property.

7. In relation to the Respondent's circumstances, in response to the Tribunal, the Applicant stated they believed the Respondent is approximately 40 years old, he has a six-years old daughter who resides elsewhere in the local area but it is believed she stays overnight with the Respondent every second weekend. Responding further to the Tribunal, the Applicant stated that the Respondent works for Currys and delivers white goods and such like for the company. The Respondent is still believed to be in employment as the Applicant had spoken to neighbours who mentioned they are awakened by the Respondent starting up his vehicle early mornings going to work. In response to the Tribunal, the Applicant stated that the Respondent's work involves him handling heavy items and they do not believe the Respondent has health issues; nor are they aware of the Respondent claiming any benefits in addition his employment income. In response to the Tribunal, the Applicant confirmed the Respondent had indicated to them he had been in touch with the local council and had been advised by the council to remain in the Property until an eviction order has been granted. The Tribunal noted that amongst the application papers a WhatsApp message exchange demonstrates the Respondent wanted the Applicant to obtain an eviction order. The Applicant stated the Respondent had said to the Applicant that he wants to move into a council house, but he cannot apply until he is evicted from the Property. The Applicant stated the Respondent has not engaged with them regarding payment of the arrears and it is their view the Respondent's intention all along was to use the tenancy arrangement at the Property as a means to getting a council house.

Findings in Fact

8. The Applicant is the owner and landlord of the Property.
9. The Respondent is the tenant of the Property in terms of a private residential tenancy agreement which commenced on 01 April 2025.
10. The initial calendar monthly rental was £750. The equivalent of that calendar monthly rent in lunar months is £683 payable four-weekly. There have been no rent increases therefore the Respondent is due to pay ongoing rent of £683 every four weeks.
11. The Respondent has been in arrears of rent since 01 August 2025. The last payment received by the Applicant to the Respondent's rent account was 31 July 2025.
12. The Respondent currently owes £9,535 in unpaid rent.

13. The Applicant made efforts to engage the Respondent and issued correspondence and sent messages to the Respondent in compliance with the rent arrears pre-action protocol.
14. The Respondent has failed to engage with the Applicant or offer any explanation for the arrears and failure to meet their ongoing rent payment obligation.
15. The Respondent resided in the property when the tenancy commenced and is still residing in the property to date.

Reasons for Decision

16. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since 01 April 2025.
17. The application was also submitted with a Notice to Leave dated 20 November 2025, together with a copy WhatsApp message exchange between the Applicant and the Respondent which establishes that the Notice was served on the Respondent on that date. The Notice states that an application to the Tribunal is to be made on ground 12 (rent arrears over three consecutive months).
18. 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.
19. 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."
20. 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." 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.

21. The Tribunal accepted the unchallenged evidence of the Applicant in the form of the documents submitted and the information provided at the CMD. The Tribunal is satisfied that the Respondent currently owes £9,535 in unpaid rent and that he 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 CMD. Ground 12 is therefore established.
22. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -
 - (a) The Tribunal is satisfied that there was evidence of repeated notification to the Respondent about the extent of the arrears, and it was evident that the Respondent was aware of advice sources, which were in place from the start of the tenancy.
 - (b) The Tribunal is also satisfied that there is no evidence to contradict the Applicant's understanding that the Respondent is not in receipt of benefits, therefore the arrears could not be attributable to a delay or failure in the payment of a relevant benefit.
 - (c) The Respondent did not participate in the CMD or notify the Tribunal if the application was opposed.
 - (d) The arrears are significant and are increasing. No payments have been made since 31 July 2025.
 - (e) The Respondent has failed to engage with the Applicant in order to address the situation and has provided no explanation for the arrears.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act and that ground 12 has been established. For the reasons outlined in paragraph 22, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

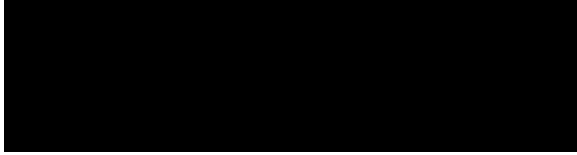
Decision

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

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.



Elaine Paton, Legal Member

30 July 2026