

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**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/25/5468**

**Re: Property at 2/6 SUCCOTH COURT, RAVELSTON, EDINBURGH, EH12 6BZ  
("the Property")**

**Parties:**

**MR NAGARAJ SUBRAMANIAN, 6 GREENWOOD CLOSE, EDINBURGH, EH12  
8WS ("the Applicant")**

**MRS JASVEER SINGH, 2/6 SUCCOTH COURT, RAVELSTON, EDINBURGH,  
EH12 6BZ ("the Respondent")**

**Tribunal Members:**

**Gabrielle Miller (Legal Member) and Frances Wood (Ordinary Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the  
Tribunal") determined that the order for recovery and possession should be  
granted in favour of the Applicant.**

**Background**

1. An application was received by the Housing and Property Chamber dated 19<sup>th</sup> December 2025. The application was submitted under Rule 109 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the 2017 Regulations"). The application was based on ground 12 of the Private Housing (Tenancies) (Scotland) Act 2016.
2. On 27<sup>th</sup> May 2026, all parties were written to with the date for the Case Management Discussion ("CMD") of 30<sup>th</sup> June 2026 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 17<sup>th</sup> June 2026.
3. On 29<sup>th</sup> May 2026, sheriff officers served the letter with notice of the CMD date and documentation by leaving in it the hands of the Respondent's son. This was evidenced by Certificate of Intimation dated 29<sup>th</sup> May 2026.

4. On 15<sup>th</sup> June 2026, the Respondent emailed the Housing and Property Chamber stating that she had been ill and required extra time to lodge a submission. She was given up to 5 days before the CMD as an extension. This was to allow the Applicant to have due notice of the submission. The Respondent did not ask for a postponement. No submission was received.
5. On 16<sup>th</sup> June 2026, the Applicant's solicitor emailed the Housing and Property Chamber requesting the amount sought be increased to £22,695 in the conjoined case. This referred to a late payment fee and compound interest being applied from the date of the first missed payment.
6. The case was conjoined with case FTS/HPC/CV/25/1508.

#### The Case Management Discussion

7. A CMD was held on 30<sup>th</sup> June 2026 at 2pm by teleconferencing. The Applicant was present and was represented by Ms Robyn Linich, Trainee Solicitor, Jackson Boyd Solicitors. The Applicant's wife, Mrs Vasudha Nagaraj, was present but took no part in the CMD. The Respondent was not present and was not represented. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make any representations in advance of the CMD
8. The Tribunal explained the purpose of the CMD and the powers available to the tribunal to determine matters.
9. The Tribunal asked various questions of the Applicant's representative with regard to the application. She confirmed that he wished the order for eviction to be made.
10. Ms Linich said that there has been no communication from the Respondent in terms of the arrears since last year. She did contact at the end of May 2026 by WhatsApp message to the Applicant to advise that the washing machine was not working. This was duly replaced at some point between 7<sup>th</sup> – 12<sup>th</sup> June 2026. There was no reference to the arrears. There have been no further communications from the Respondent. Ms Linich said that there have been numerous attempts to contact the Respondent including all of her different email addresses.
11. Ms Linich said that there has been reference to the Respondent's ex husband being guarantor. She has undertaken investigations on this point. The letting agent confirmed that he is not the guarantor. The Respondent's ex husband also instructed Thorntons LLP to confirm that he is not a guarantor. A credit check was run on him at the start of the tenancy but no further action was taken.
12. Ms Linich said that the Respondent lives with her two children. The Respondent has a teenage daughter who attends a private school locally and a 20 year old son who works for his father's business.
13. The Applicant advised that he has spoken to the Respondent's ex husband previously. The Respondent had accrued arrears in 2023/2024 for around £4000-£5000. The Applicant was under financial pressure as he had to

continue to pay his mortgage without the income from the rent. The Respondent's ex husband said that he is paying the private school fees and that his son works for him at one of his many tartan outlets. It was arranged by the Respondent's family to clear the debt at that time. He believes that she comes from a very wealthy background. Through his discussion with the Respondent's ex-husband he understood that he owns the salon where the Respondent works. It appears that he purchased it for her and she runs it.

14. The Respondent has offered to buy the Property through her brother or father. The Applicant does not want to sell it as he and his wife intend to downsize their current property and move into it when they retire. The Applicant does not understand why the Respondent would offer to buy the Property but not pay her rent or the arrears. This is the only rental property that the Applicant owns.
15. The Applicant said that there is a mortgage of £840 per month. The mortgage is interest only. He is due to get a new mortgage but cannot do that with a tenant in the Property who is not paying the rent.
16. Ms Linich said that as at the date of this CMD the rent arrears are £22,695. The last payment was due on 24<sup>th</sup> June 2026. The Tribunal noted that an up to date rent account was not included with the submission on 16<sup>th</sup> June 2026. The Tribunal required to see this in the standard form of columns headed date rent due, amount of rent due, amount of rent paid and amount of arrears. As an officer of the court the Tribunal could take Ms Linich at her word to the arrears (she is a second year trainee) but required her to lodge an up to date rent account to make a decision in the conjoined case. It is noted by the Tribunal that there was a rent account lodged in the papers for the period March 2025 – March 2026 showing arrears of £17,610. Ms Linich undertook to forward this on directly.
17. In reference to the Respondent being emailed at her place of business, as stated above her ex husband had bought it for her and she runs it. A sheriff officer trace was undertaken and she was found to be there.
18. Ms Linich did not believe that there was any entitlement to Universal Credit Housing Allowance. It was noted that there may be some health issues with a member of the household but is unknown for certain as to what these are, how significant they are or if the condition or conditions remains relevant currently. As there had been no submission from the Respondent on this point the Tribunal did not consider that this was sufficient to consider it significant in terms of reasonableness.
19. The Applicant said that this situation has put himself and his wife under enormous financial and personal pressure due to the non payment of the rent by the Respondent.
20. The Tribunal was satisfied that there were no issues of reasonableness which would prevent an order being granted.

#### Findings and reason for decision

21. The Applicant is the registered owner of the property.
22. A Private Rented Tenancy Agreement commenced 24<sup>th</sup> July 2020.
23. On 18<sup>th</sup> November 2025 the Applicant served upon the Respondent, by email, a notice to leave as required by the Act. Service was effected by email and the Notice became effective on 18<sup>th</sup> November 2025
24. The notice informed the Respondents that the Applicant wished to seek recovery of possession using the provisions of the Act.
25. The notice was correctly drafted and gave appropriate periods of notice as required by law.
26. The notice set out one of the grounds contained within schedule 3 of the Act, namely ground 12 (that the Respondent had been in arrears of rent for three or more consecutive months)
27. The Respondent persistently failed to pay her rent charge of £1695 per month. The rent payments are due to be paid on the 24<sup>th</sup> day of each month.
28. The Respondent had been in rent arrears for three or more consecutive months when the notice was served.
29. There are no outstanding Universal Credit Housing Element issues.
30. The Respondents have no known vulnerabilities or disabilities.
31. Appropriate accounting had been provided in respect of the outstanding rent with the application to the Tribunal.
32. The basis for the order for possession on ground 12 was thus established.

#### Reasons for the decision

33. The Order for possession sought by the Applicant was based on a ground specified in the Act and properly narrated in the notice served upon the Respondent. The Tribunal was satisfied that the notice had been served in accordance with the terms of the Act and that the Applicant was entitled to seek recovery of possession based upon that ground.
34. The Tribunal accepted the evidence presented on behalf of the Applicant with regard to the rent arrears. A rent statement was produced which set out the history of the arrears.
35. From March 2025 until the date of the CMD, the Respondent has failed to pay the whole rent as it fell due and significant arrears have accrued.
36. Rent payments have been made intermittently since March 2025. No payments have been made since June 2025. No formal agreement had been reached with regard to repayment of the arrears and it was indicated that the

Respondent has generally refused to cooperate with the Applicant's letting agent in respect of dealing with the rent arrears. The Applicant's solicitor has also attempted to contact the Respondent without success.

37. The Applicant's letting agent has sent letters to the Respondents on various dates in compliance with the provisions of the pre action protocols set out in the Rent Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020
38. The Applicant's representative advised the Tribunal that the Applicant now has significant financial pressure due to the Respondent not making any payments since June 2025. This is prohibiting him from obtaining a new mortgage.
39. The Tribunal were satisfied that the Respondent was well aware of the proceedings. She had received the notice to leave in November 2025. She had received intimation of the CMD by service upon her by sheriff officers in May 2026. The Tribunal noted that the Respondent had not attended the CMD nor had she provided any written representations setting out any reason why the order being sought should not be granted.
40. The Tribunal was satisfied that the Respondent had been in arrears for a period far in excess of three consecutive months and the arrears owed were significant. The ground for eviction based on rent arrears was accordingly established.
41. Since 7 April 2020, in terms of changes made by the Coronavirus (Scotland) Act 2020 an eviction order on ground 12 can only be granted if the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact.
42. In determining whether it is reasonable to grant the order, the Tribunal is required to balance all the evidence which has been presented and to weigh the various factors which apply to the parties.
43. The Tribunal now has a duty, in such cases, to consider the whole of the circumstances in which the application is made. It follows that anything that might dispose the tribunal to grant the order or decline to grant the order will be relevant. In determining whether it is reasonable to grant the order, the tribunal is required to balance all the evidence which has been presented and to weigh the various factors which apply to the parties. This is confirmed by one of the leading English cases, **Cumming v Danson**, ([1942] 2 All ER 653 at 655) in which Lord Greene MR said, in an oft-quoted passage:

***“[I]n considering reasonableness ... it is, in my opinion, perfectly clear that the duty of the Judge is to take into account all relevant circumstances as they exist at the date of the hearing. That he must do in what I venture to call a broad commonsense way as a man of the world, and come to his conclusion giving such weight as he thinks right to the various factors in the situation. Some factors may have little or no weight, others may be decisive, but it is quite wrong for***

***him to exclude from his consideration matters which he ought to take into account”.***

44. The Tribunal further notes that in an Upper Tribunal case, **Scott Mackellar v. Nicola Carlin** (2025UT19 UTS/AP/24/0008), Sheriff Reid issued a decision dated 25 March 2025. In that decision the Upper Tribunal quashed a decision of the First-Tier Tribunal refusing an eviction application and granted an eviction order.

45. In that decision at paragraph 31, Sheriff Reid indicated that:-

***“the FTS has fallen into error in its overall assessment of reasonableness, in respect that no reasonable tribunal could properly have concluded, on the evidence available, that it was not reasonable to grant an order for eviction in circumstances where the tenant (i) has not paid full rent in more than a year (a fortiori to the objectively-significant extent proven by the Appellant); (ii) has not responded to correspondence seeking payment of the arrears or cessation of the persistent ongoing monthly shortfalls in rent; and (iii) has made no proposals whatsoever to clear the arrears or to resume full contractual payments, still less within a reasonable period”.***

46. In this case the Tribunal finds that it is reasonable to grant the order.

47. The level of arrears is significant. The arrears are not currently reducing. The Respondents have failed to communicate with the Applicant's letting agent to enter into a payment arrangement to deal with ongoing rent and arrears.

48. The Respondent has not lodged any written representations with the Tribunal despite being offered the opportunity to do so. She did not attend the CMD to provide any information to the Tribunal to dispute the information provided by the Applicant nor to set out any reason why it would not be reasonable to grant the Order

49. In all the circumstances the Tribunal decided that it was reasonable to grant the order sought.

50. The Tribunal decided to exercise the power within Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 and determined that a final order should be made at the CMD.

### Decision

51. The Tribunal found that ground 12 has been established and granted an order in favour of the Applicant.

### **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.

Gabrielle Miller

30<sup>th</sup> June 2026

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Legal Member/Chair

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Date