

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)**

Chamber Ref: FTS/HPC/EV/24/4926

Re: Property at 3/2, 5 Cartbank Grove, Glasgow, G44 3JD (“the Property”)

Parties:

**Nevis Properties Limited, 6th Floor, Gordon Chambers, 90 Mitchell Street,
Glasgow, G1 3NQ (“the Applicant”)**

**Mr Andrew Kenny, 3/2, 5 Cartbank Grove, Glasgow, G44 3JD (“the
Respondent”)**

Tribunal Members:

Virgil Crawford (Legal Member) and Angus Lamont (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that**

BACKGROUND

1. By lease dated 25th September 2020 the Applicant let the Property to the Respondent.
2. The rent was initially £725.00 per calendar month. During the currency of the lease the rent was increase on various occasions.
3. The Respondent missed rental payments on 1st June 2024 and subsequent months. As a result, the Applicant served a notice to leave upon the Respondent. The Notice to Leave intimated that an eviction order was being sought as the Respondent had been in rent arrears over 3 consecutive months.

4. The notice to leave was served on 8th August 2024. At that time rent arrears amounted to £2,397.72.
5. An application for an eviction order was presented to the Tribunal on 24th October 2024.
6. A case management discussion was assigned to be held by teleconference at 2pm on 23rd June 2025.
7. Prior to the case management discussion, the Applicant submitted an updated rent statement. The updated rent statement disclosed that, while arrears of rent had increased to £4,979.88 as of 1st December 2024, the Respondent had, thereafter, been making regular payments of monthly rent. As of 2nd June 2025, the arrears of rent remained at £4,979.88.

CASE MANAGEMENT DISCUSSION on 23rd JUNE 2025

8. The Applicant was represented at the case management discussion by Mr J Sloan of DJ Alexander Lettings Limited. The Respondent participated personally.
9. Mr Sloan invited the Tribunal to grant an order for eviction on the basis of the arrears of rent. He accepted that rental payments have been made in recent months and that the arrears are not increasing. He intimated to the Tribunal that the Respondent had contacted him the day previously asking for details to enable him to make payment of the outstanding arrears. As of the time of the case management discussion, however, no further payments had been received.
10. Mr Sloan advised the Tribunal that, if the arrears had been cleared the application to the Tribunal would have been withdrawn.
11. The Respondent advised the Tribunal that he was in a position to make payment of the arrears in the immediate future. He explained, firstly, there was a delay in having some funds transferred from a savings account to another account to enable payment to be made and, separately, there was an issue with his bank in relation to confirming the necessary details for the transfer. He assured the Tribunal, however, that the arrears would be paid, in full, in the immediate future. On that basis, he opposed the application for an eviction order.
12. Mr Sloan stated that, while his firm have only recently taken over management of this Property, he has been advised by his client that, during the currency of this tenancy, there have been two previous occasions where

the Respondent has fallen into arrears of rent and has only cleared them under threat of eviction. On that basis, he maintained his position that an order for eviction should be granted as, on this occasion, arrears had not been cleared by the date of the case management discussion.

13. In relation to the personal circumstances of the Respondent, he resides at the Property himself although, on occasion, some other relatives and friends may stay overnight. The Respondent is 32 years of age. He had certain health issues during 2024 which he explained gave rise to the arrears. That was also at a time when the managing agent for the Property was being changed from Tay Lettings to DJ Alexander.
14. The Tribunal did not consider it reasonable, in the circumstances to grant an order for eviction at the case management discussion, having regard to the fact that rental payments have been made on an ongoing basis recently and, separately, the Respondent is giving an assurance that he will clear the arrears, in full, in the immediate future.
15. After discussion with both Parties, it was ultimately agreed that the case management discussion should be continued to enable the arrears to be paid in full.
16. The Tribunal determined that it was not necessary to assign a hearing. The facts are not in dispute. On that basis, the only matter to be determined, if necessary, will be one of reasonableness. That can be determined at a case management discussion.
17. The Applicant's representative intimated that, if payment is made in full, the application may be withdrawn prior to any continued case management discussion. The Respondent was advised that, if the application is not withdrawn, whether he has made payment or not will be a factor to be considered in determining whether it is reasonable to grant an eviction order if the case is not withdrawn prior to the continued case management discussion.

CASE MANAGEMENT DISCUSSION ON 31st OCTOBER 2025

18. A further Case Management Discussion was assigned for 31st October 2025. The Applicant was again represented by Mr J Sloan of DJ Alexander Lettings Limited. The Respondent again participated personally.
19. In advance of the Case Management Discussion Mr Sloan had forwarded an updated rent statement to the Tribunal. This indicated that arrears of rent as of 2nd October 2025 amounted to £4,082.72.

20. Mr Sloan moved the Tribunal to grant an order for eviction. He pointed out that the arrears of rent were still significant and, while they had been reduced since the last calling of the case, the Respondent had not complied with the assurance he gave to the Tribunal, and to the Applicant, that the arrears would be cleared in full shortly after the previous calling of the case.
21. The Respondent opposed an eviction order being granted on the basis it was not reasonable that such an order be granted at this stage.
22. He advised the Tribunal that he had been “in and out of hospital lately”. He has been receiving dialysis. Indeed, he was at hospital while calling in to the Tribunal. He has not been working for the past 7 or 8 months as a result. His health has become worse over the past month.
23. In relation to his personal circumstances, he is 32 years of age. He lives at the Property alone.
24. While he is not working at present, he advised he has an income insurance policy which pays him 80% of the wage he was earning when he was working. His family help him out financially also and he has savings. He is not in receipt of any benefits. He is not entitled to any benefits due to the income he is still receiving and his savings.
25. Rental payments are paid from his own bank account. They are not paid by way of a standing order. He manually pays rent when required.
26. The Tribunal enquired of the Respondent as to whether he had access to his bank accounts. He advised that he does not at present. He has a new telephone, and he needs to obtain access codes to register for online banking again.
27. When asked why there had been no further payments to clear arrears, he advised he had asked his sister and brother-in-law to make payments on his behalf. He believed that was being done but accepts that it may not have been.
28. He has not sought alternative accommodation. He explained he has not done so as he has “not been in a good place” explaining that, due to his health, he has lost a significant amount of weight in the last six months.
29. Mr Sloan, on behalf of the Applicant, expressed surprise that, a number of months after the previous Case Management Discussion, the Tribunal was in largely the same position it was on the last occasion with a similar rent arrears balance. He explained that, as part of his firm’s debt recovery process, they contact the tenant weekly. They have been doing that since the last calling of the case. Mr Sloan pointed out that he personally contacted the Respondent within 72 hours of the last calling of the case. The payment which was

promised at the last calling of the case has never been made. The Respondent has not communicated with his firm at all.

30. It was pointed out that there has been a recent rent increase. The Respondent has not increased his rental payments to reflect this. The Respondent advised that he was unaware of the increase. Mr Sloan indicated that his firm's records suggested that the rent increase notice has been opened 24 times. It was most recently opened on 1st October 2025. The rent increase has been effective since 1st August 2025.
31. While it is unfortunate that, having indicated to the Tribunal on 23rd June 2025 that the arrears would be cleared, the Respondent has not managed to make payments to clear the arrears, the Tribunal requires to consider the case on its merits and cannot grant an eviction order purely on the basis that an assurance given to the Tribunal, and the Applicant, has not been complied with. The Tribunal requires to consider the case overall and consider whether it is reasonable in all the circumstances that an order for eviction be granted.
32. The Respondent asserts that it is not reasonable in the circumstances that an eviction order be granted. He cites medical difficulties he is encountering. He advises that he does still have an income and expects to be able to make payment of rent on an ongoing basis and hopefully clear arrears.
33. While there are still arrears more than £4,000.00, the arrears have been reduced since the last calling of the case. Rental payments are being made on an ongoing basis, although in August, September and October the payments made were the monthly rental payments previously due and did not take account of the recent rent increase (£860.72 paid instead of £895.00).
34. In all the circumstances, while the frustration of Mr Sloan on behalf of the Applicant is acknowledged, the Tribunal determined that it requires to assign an evidential hearing to determine whether arrears of rent have been cleared and, separately, whether it is reasonable in all the circumstances that an order for eviction be granted.

HEARING ON 1st JUNE 2026

35. The Applicant was represented by Mr Gibb from Dwello. The Respondent participated personally.
36. Mr Gibb moved the Tribunal to grant an order for eviction. His organisation has recently taken over the management of the Property. Arrears now amount to £10,347.72.

37. The Respondent, Mr Kenny, accepted that the arrears were probably around that amount. He did not have an exact figure in front of himself. He thought they were about £8,000.00 or £9,000.00 but was not in a position to dispute the exact figure given. He accepted, however, that the last payment of rent made by him was on 6 November 2025. Despite that, however, he opposed an order for eviction.
38. He advised that he has been in the hospital for a significant period of time since December 2025 and he had given permission to his father and his cousin to manage his finances. He advised that he had been in contact with DJ Alexander before about the arrears and asked for a copy of his tenancy agreement.
39. The Tribunal enquired of the Respondent in relation to his position and the history of the case. In June 2025 he advised the Tribunal that, while there were rent arrears, he was in a position to clear them immediately. The Tribunal continued the Case Management Discussion to give him an opportunity to do so. At the continued Case Management Discussion on 31 October 2025 arrears were in the excess of £4,000.00 still existed. They had not been cleared at any stage. At that Case Management Discussion the Respondent advised that he had been in hospital for a significant period of time and, indeed, was telephoning the Tribunal that morning from hospital. He advised that he had an income protection insurance policy which meant he was receiving 80% of his normal salary. He advised his family were helping him financially also he advised that he had asked his sister and brother-in-law to make payments but that did not happen.
40. The Tribunal enquired as to whether we were not in the same position as both times the case called previously whereby the Respondent was opposing an eviction order while admitting arrears but claiming that payment would be made?
41. The Tribunal enquired as to why, if he is still receiving income, and he is being assisted financially by his relatives, payments of rent have not been made. He advised again that he has been in hospital for significant periods of time. He advised that he had contacted DJ Alexander to ask for a copy of his rent statement and his tenancy agreement. That information was not provided to him.
42. The Tribunal enquired, however, as to why monthly rental payments have not been made. He has been in the Property for a significant period of time. There have been two previous Case Management Discussions at which the matter of rent has been discussed. He is aware that monthly rental payments in the sum of £895.00 require to be made. Why have those not been paid?

43. The Tribunal enquired as to why payment of the full outstanding arrears were not made during June 2025, given that the Respondent gave the Tribunal an assurance that he would make payment at that stage. He “can’t remember”.
44. He advised he is receiving £2,500.00 per month by way of income at present. When asked why he had not been paying the monthly rental at least, he again explained that he had asked for information from DJ Alexander which was not forthcoming.
45. The Tribunal bluntly enquired of the Respondent as to his position, suggesting that it appears to be that everything was everyone else’s fault. At the first Case Management Discussion he advised that there was a problem transferring monety between bank accounts and also an issue with his bank confirming certain account details. At the second Case Management Discussion he advised his sister and brother-in-law were meant to be dealing with matters on his behalf. They had not done so. At the Hearing today he advised his father and cousin were managing his affairs but they had not made payment of rent. He was now advising that responsibility for non-payment lay partly with DJ Alexander for not providing him with information he had asked for, despite the fact he knew how much his monthly rent was and had been paying it previously.
46. The Tribunal wondered why the absence of the information requested prevented him from making payments of rent on an ongoing basis or payments towards arrears? He knew there were arrears in excess of £4,000.00 in June 2025 at the first Case Management Discussion and again in October 2025 at the continued Case Management Discussion. He advised on each occasion the arrears would be paid. That did not happen. The Respondent’s position was as previously stated.
47. The Respondent suggested that he did not know the exact amount due. The Tribunal pointed out that he participated in the Case Management Discussions during 2025 and that written decisions were sent to him thereafter. In the circumstances, he did know the exact amount due on each of those occasions.
48. Mr Gibb pointed out that, having reviewed the history of the account, payments were being made on a monthly basis from a specific bank account belonging to the Respondent. In the circumstances, he struggled to accept that the Respondent did not know to whom or where payments were to be made. He advised also that he, since taking over responsibility for the Property, has tried to call the Respondent on numerous occasions without success. He also provided him with an email address for communication. He has not responded to that.

FINDINGS IN FACT

49. The Tribunal found the following facts to be established:-

- a. By lease dated 25 September 2020 the Applicant let the Property to the Respondent.
- b. Arrears of rent accrued resulting in a notice to leave being served upon the Respondent intimating that recovery of possession was being sought due to rent being in arrears over three consecutive months.
- c. As of 8 August 2024, the date of service of the Notice to Leave, arrears of rent amounted to £2,397.92.
- d. As of 23 June 2025 arrears of rent amounted to £4,979.88.
- e. As of 31 October 2025 arrears of rent amounted to £4,082.72.
- f. As of 1 June 2026 arrears of rent amounted to £10,347.72.
- g. The arrears are not due to any delay nor failure in the payment of any relevant benefits.

REASONS FOR DECISION

50. While the Respondent opposed an eviction order, claiming it would be unreasonable for such an order to be granted, the Tribunal had little hesitation in concluding otherwise.

51. Arrears of rent have existed for a significant period. The Respondent is aware of that.

52. At the Case Management Discussion on 23rd June 2025 the Respondent assured the Tribunal that the arrears which existed at that point would be paid and he was in a position to make payment of them in full almost immediately. He failed to do so.

53. At the Case Management Discussion on 31 October 2025, while the level of arrears had reduced slightly, there were still arrears in excess of £4,000.00. The arrears which existed as of 23 June 2025 had not been cleared at any stage.

54. No rental payments had been made since November 2025. Arrears of rent, as of 1 June 2026, are in excess of £10,000.00.

55. While Mr Kenny, the Respondent, indicated that DJ Alexander had failed to provide information to him and his family members to enable rental payments and arrears to be paid, the Tribunal did not accept that any such information was required. The Respondent has been residing in the Property for several years, he made rental payments over that period of time and, indeed, made

payments until November 2025. He is clearly well aware of how and when monthly rental payments were to be made and also were any payment of arrears were to be made.

56. While the Respondent referred to his poor health and that he had been in hospital for significant periods of time, it is clear that he is still able to manage his affairs to a certain extent. He advised the Tribunal that he had been corresponding with DJ Alexander requesting information from them. He advised that he had obtained the necessary information to advise of the date of the various Case Management Discussions and Hearings and was able to participate in all of them personally.

57. Financially, the Respondent can make payment of rent. Albeit he is not working at present due to his health, he has an insurance policy which results in him receiving 80% of his monthly income, an amount which is significantly higher than the monthly rental payments due.

58. In all the circumstances, having regard to the level of arrears, the period of time they have existed and the failure of the Respondent to make payment despite being in a position to do so, the Tribunal determined that it is reasonable to grant an order for eviction.

DECISION

The Tribunal granted an order against the Respondent(s) for eviction of the Respondent(s) from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under ground 12 of Schedule 3 to said Act.

Order not to be executed prior to 12 noon on 8th July 2026

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.

V Crawford

1st June 2026

Legal Member/Chair

Date

