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/CV/25/2863

Re: Property at Flat 11, 4 Carter Mews, Edinburgh, EH17 8GS ("the Property")

Parties:

Castle Rock Edinvar Housing Association Ltd in Association with Places for People Scotland, 1 Hay Avenue, Edinburgh, EH16 4RW ("the Applicant")

Mr Augustine Brockman Amissan, Flat 11, 4 Carter Mews, Edinburgh, EH17 8GS ("the Respondent")

Tribunal Members:

Virgil Crawford (Legal Member) and Sara Hesp (Ordinary Member)

Decision

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

BACKGROUND

1. By Lease dated 30th November 2019 and 2nd December 2019 the Applicant let the Property to the Respondent.

2. The start date of the tenancy was 3rd December 2019.

3. Rent was payable at the rate of £650.00 per calendar month. Throughout the duration of the lease this has increased to £810.79 per calendar month.

4. The Respondent fell into arrears of rent. A Notice to Leave dated 14th May 2025 was served upon him. At that date arrears of rent amounted to £6,152.46.

5. The Applicant thereafter presented two applications to the Tribunal on 2nd July 2025, one seeking an order for eviction (EV/25/2861) and one seeking a payment order in relation to arrears of rent (CV/25/2863).

6. Both cases called for a case management discussion on 12th December 2025.

7. In advance of the case management discussion, the Applicant's representative lodged an updated rent statement. This indicated that, as of 3rd December 2025, arrears of rent amounted to £6,098.15. It also indicated that the Respondent had been making payments since December 2024, the Respondent having paid £1,000.00 in December 2024 and in January and February 2025, £300.00 in March 2025, £1,000.00 in April 2025, £900.00 in May 2025, £750.00 in June 2025, £1,014.00 in August 2025, £1,000.00 in October and November 2025 and £1,014.00 in December 2025.

8. When submitting the updated rent statement, the Applicant's representative also provided email correspondence intimating that the Tribunal would be invited to grant an eviction order and payment order but that an undertaking would be given that neither would be enforced while the Respondent continued to pay no less than £1,000.00 per calendar month toward rent arrears.

THE CASE MANAGEMENT DISCUSSION ON 12 DECEMBER 2025

9. Case Management Discussions were held on 12 December 2025. Mr K Caldwell, Solicitor, Patten and Prentice Solicitors, Greenock represented the Applicant and the Respondent participated personally.

10. Mr Caldwell moved the Tribunal to grant an eviction order and a payment order.

THE APPLICANT'S POSITION

Eviction

11. In relation to the eviction order, Mr Caldwell submitted that it was reasonable for such an order to be granted based on the level of arrears – amounting to £6,098.15 as at the date of the case management discussion. He advised that the rent balance had remained largely static over the last year. It was accepted the Respondent had been making regular payments over the past year or so, the last payment of £1,014.00 being made on 3rd December 2025. It was noted by Mr Caldwell, however, that these payments were not consistent and, for example, no payment was made during September 2025.

12. While payments of £1,000.00 per month are being made, the excess over and above the monthly rental payment is less than £200.00. Given the level of arrears, that would take approximately 30 months for the arrears to be cleared, assuming payments were maintained consistently throughout that period.

13. In the circumstances, Mr Caldwell invited the Tribunal to grant an eviction order. He advised, however, that it would not be enforced provided the Respondent did maintain payments of not less than £1,000.00 per month.

Payment

14. In relation to a payment order, again, Mr Caldwell invited the Tribunal to grant a payment order. The rent arrears were not in dispute. Again, however, he advised that the order would not be enforced provided payments were maintained as previously stated.

THE RESPONDENT'S POSITION

15. The Respondent advised the Tribunal that he agreed the level of rent arrears. He advised he had a major crisis during 2023 and 2024. A series of issues arose, in particular he lost his full time employment. He began working with an agency. He was not always able to pay his rent in full and accepted that, sometimes, he was not able to make payment at all.

16. He advised he is now in full time employment and indicated that he did part time work over and above his full time employment. He requested the Tribunal "for an extension – probation".

17. He advised that when the tenancy commenced, he was residing with his wife. They have since separated. He suffered the bereavement of his daughter. He suffered from depression and stress thereafter also. He was placed on medication by his general practitioner. He advised that his employment and health are back in order now. He advised the Tribunal that he would be able to maintain payments at £1,000.00 per month and may pay more if he can.

THE APPLICANT'S RESPONSE

18. Mr Caldwell again invited the Tribunal to grant both orders. He advised the Tribunal that the Property was a mid-market tenancy. His clients were social landlords who act responsibly. An undertaking would be given that the orders would not be enforced provided payments were maintained.

REASONS FOR CONTINUING CASE MANAGEMENT DISCUSSION

19. While noting Mr Caldwell's position on behalf of the Applicant, the Tribunal intimated that it was unable to grant an order for either eviction or payment which would include a condition that it was not to be enforced unless certain circumstances arose.

20. The Tribunal also requires, in relation to an eviction order, to consider whether it is reasonable that an eviction order be granted. The Respondent made submissions to the Tribunal which indicated that he did not consider it reasonable for an eviction order to be granted. He explained the circumstances in which the arrears arose. He explained that he is now in

employment again. He is making regular payments on an ongoing basis, including payments towards arrears and he intends to continue to do so.

21. In the circumstances, the Tribunal did not consider it was in a position to grant an order for eviction. The Tribunal, therefor, adjourned the Case Management Discussion to enable the Respondent to continue to make payments towards his rent and to enable the Tribunal to decide, on the next occasion, whether it was reasonable for an eviction order to be granted. While giving no assurance as to the decision the Tribunal would make on any subsequent occasion, the Tribunal pointed out that whether payments were made on an ongoing basis as a factor which would be taken into account in determining the issue of reasonableness.

22. In relation to the payment action, the Tribunal considered it appropriate to continue consideration of that also. While the level of arrears was not in dispute, the position of the Applicant is that, even if a payment order was granted, it would not be enforced provided the Respondent maintained payment of not less than £1,000.00 per month. That being so, the Tribunal considered that there was no prejudice to the Applicant in the payment action being adjourned also to call alongside the eviction action on the next occasion.

THE HEARING ON 15 JUNE 2026

23. The Applicant was represented by Miss M McGhee of Patten & Prentice LLP, Greenock. The Respondent participated personally.

24. In advance of the hearing the Applicant's representatives provided information to the Tribunal to the effect that, since the cases last called, the Respondent had maintained payment of rent, and a contribution towards arrears by making payments not less than £1,000.00. The arrears had, therefore, been reduced to the sum of £4,962.89.

25. Miss McGhee on behalf of the Applicant, moved the Tribunal to grant an eviction order. She advised the Tribunal that an undertaking would be given that the eviction order would not be enforced provided the Respondent maintained payments of rent and an amount towards his arrears, that being a sum of not less of £1,000.00 per month.

26. The Respondent opposed an eviction order being granted. As before, he asserted that it was not reasonable for an order to be granted. He is making payments on a regular basis to pay rent and to make payment towards arrears. He lives in the Property himself, and his partner stays there at times also. He is now in employment and is in a position to make payment not less than £1,000.00. per calendar month and, indeed, indicated he could pay more than that.

27. In relation to the rent arrears, the Respondent accepted that arrears in the sum of £4,962.89 existed. He had no objection to a payment order being granted. He advised that he would be in a position to make payment towards arrears,

over and above rent, on a monthly basis. He suggested to the Tribunal that he would be able to make payment in the sum of £1,100.00 per calendar month.

28. He advised the Tribunal that his income, after tax, was approximately £2,200.00 per month. From that he has a loan which is being repaid at a rate of £593.00 per month and council tax which is being paid at a rate of £288.00 per month. He has utility bills and other normal household and personal expenses in addition. He requires, of course, to pay rent at a rate of £810.79 per month also.

29. While the Respondent was suggesting that he would be able to make payment at a rate of £1,100.00 per calendar month, which would mean that, at present, £289.21 would be paid towards arrears on a monthly basis, the Tribunal questioned whether that was an amount the Respondent would be able to maintain consistently. If the Tribunal was to make a time to pay direction, it would also require to take into account the fact that rent may be increased in due course by way of a rent review. Any increase in rent would decrease the amount of free income the Respondent has to pay towards arrears.

30. After discussing the matter, the Tribunal determined that a Time to Pay Direction requiring payment towards arrears in the sum of £250.00 per calendar month was appropriate. The Respondent, for the avoidance of doubt, confirmed he would be able to make payment in that amount, over and above the required monthly rental payments.

31. The Application for a payment order sought interest at a rate of 4% per annum. The Tribunal determined that interest at that rate was reasonable and appropriate.

32. The case called as a Case Management on 12 December 2025. At that time, on the basis of the information before the Tribunal, the Tribunal did not consider it reasonable to grant an Order for Eviction.

33. At the hearing on 15 June 2026 the information before the Tribunal in relation to the case was the same as was before the Tribunal at the Case Management Discussion, the one exception being that the Respondent had maintained the payments he advised he would make and the arrears of rent had been reduced.

34. The Applicant's position is that, while an eviction order was being sought, an undertaking would be given that it would not be enforced provided the Respondent maintained payments at £1,000.00 per month. The Tribunal, however, did not consider it appropriate to grant an eviction order on the basis of the undertaking suggested. If an eviction order is to be granted, the Tribunal requires to consider that it is reasonable for the order to be granted at the time the order is made. As at the date of the hearing, the Tribunal determined that it was not reasonable to grant an order for eviction. If an eviction order was granted on the basis of an undertaking that it would not be enforced until some indefinite date in the future, the Tribunal considered that it may create a situation, whereby, as at the date of any proposed eviction, an issue of

reasonableness may arise but the Tribunal would have no means of determining that issue.

DISCUSSION

35. On the basis of the information available to the Tribunal at the hearing, it was not reasonable that an eviction order be granted, as it was not appropriate that an order be granted on the basis of an undertaking being given by the Applicant that it would not be enforced subject to certain conditions. In the circumstances, the Tribunal refused an order for eviction.

36. In relation to a payment order, the Respondent accepted arrears in the sum of £4,962.89. In the circumstances, the Tribunal made an order in that amount.

37. In relation to a Time to Pay Direction, having made enquiry with the Respondent, the Tribunal determined that a Time to Pay Direction allowing payment at a rate of £250.00 per calendar month was appropriate.

38. The Tribunal also determined that interest being applied at a rate of 4% per annum was reasonable, having regard to current prevailing rates of interest, and applied at that rate.

DECISION

The Tribunal granted an order against the Respondent for payment of the sum of FOUR THOUSAND NINE HUNDRED AND SIXTY TWO POUNDS AND EIGHTY NINE PENCE (£4,962.89) STERLING to the Applicant, with Interest thereon at the rate of FOUR PER CENTUM (4%) PER ANNUM running from 15TH June 2026 until payment.

The Tribunal for Scotland (Housing and Property Chamber) made a time to pay direction providing that the respondent is required to pay the amount due at a rate of TWO HUNDRED AND FIFTY POUNDS (£250.00) STERLING per month.

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.

Virgil Crawford

15 June 2026

Legal Member/Chair

Date