

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014 and Section 18 of the Housing (Scotland) Act 1988.

Chamber Ref: FTS/HPC/EV/26/1855

Re: Property at 17C Kingston Road, Neilston, Glasgow, G78 3JA (“the Property”)

Parties:

Mr Edwin Parker, 4 Lintmill Terrace, Glasgow, G78 3LH (“the Applicant”)

Ms Rachel Rae, 17C Kingston Road, Neilston, Glasgow, G78 3JA (“the Respondent”)

Tribunal Members:

Shirley Evans (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 order against the Respondent for possession of the Property at 17C Kingston Road, Neilston, Glasgow, G78 3JA under Section 18 of the Housing (Scotland) Act 1988 be granted. The order will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent. The order will include a power to Officers of Court to eject the Respondent and family, servants, dependants, employees and others together with their goods, gear and whole belongings forth and from the Property and to make the same void and redd that the Applicant or others in his name may enter thereon and peaceably possess and enjoy the same.

Background

1. This is an action for recovery of possession of the Property raised in terms of Rule 65 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of a tenancy agreement dated 23 October 2010 and commencing 27 October 2010 between the Applicant and the Respondent, an AT5 dated 23 October 2010, a Notice to Quit dated 27 June 2025 with proof of delivery dated 2 July 2025, an

AT6 dated 1 April 2026, a Sheriff Officer's Execution of Service dated 1 April 2026, letter dated 1 July 2025 and 1 April 2026, a rent statement showing arrears of £21 127.82 and a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003 to Renfrewshire Council dated 24 April 2026.

3. On 18 May 2026, the Tribunal accepted the application under Rule 9 of the Regulations.
4. On 8 August 2026, the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 5 October 2026. The Respondent required to lodge written submissions by 29 August 2026. This paperwork was served on the Respondent by Chelsea Murray, Sheriff Officer, Glasgow on 13 August 2026 and the Execution of Service was received by the Tribunal administration.

Case Management Discussion

5. The Tribunal proceeded with the CMD on 5 October 2026 by way of teleconference. The Applicant was represented by Ms Siddiq from MM Legal, Solicitors. There was no appearance by or on behalf of the Respondent despite the teleconference starting 5 minutes late. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in her absence.
6. The Tribunal had before it the tenancy agreement dated 23 October 2010 and commencing 27 October 2010 between the Applicant and the Respondent, an AT5 dated 23 October 2010, a Notice to Quit dated 27 June 2025 with proof of delivery dated 2 July 2025, an AT6 dated 1 April 2026, a Sheriff Officer's Execution of Service dated 1 April 2026, letter dated 1 July 2025 and 1 April 2026, a rent statement showing arrears of £21 127.82 and a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003 to Renfrewshire Council dated 24 April 2026. The Tribunal considered the terms of these documents.
7. Ms Siddiq confirmed she was seeking an order for eviction. The arrears had accumulated over number of years. The Applicant was approaching retirement and hoped to sell the Property. The Respondent was the daughter of the Applicant's partner, although the Respondent's relationship with them had deteriorated. The Applicant had tried to be reasonable with her as she had made promises to pay, hence the arrears accumulating over a number of years. The Respondent had at one stage worked as a hairdresser but appeared to have been on Universal Credit when the last payments were made. The Respondent had not spoken

with the Applicant's partner and the Applicant was therefore not aware as to the Respondent's current circumstances as to whether she was still on benefits. Ms Siddiq advised that the Respondent had two grown up children who did not live in the Property. The current arrears were now £23 827.82.

Reasons for Decision

8. In terms of Section 18(3), subject to Section 18(6) of the Housing (Scotland) Act 1988 ("the 1988 Act"), the Tribunal shall make an order for possession if satisfied that any of the Grounds of Possession as set out in Part I of Schedule 5 are established. In terms of Section 18(6) of the 1988 Act, the Tribunal shall not make an order for possession of a house which is for the time being let on an assured tenancy, not being a statutory assured tenancy, unless amongst other grounds the ground for possession is any of the grounds in Part II of Schedule 5 of the 1988 Act other than Ground 9, Ground 10, Ground 15 or Ground 17 and the terms of the tenancy make provision for it to be brought to an end on the ground in question.
9. Ground 11 in Part I of Schedule 5 states "*Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.*" Ground 12 of Part 1 of Schedule 5 states "*Some rent lawfully due from the tenant—*
(a) is unpaid on the date on which the proceedings for possession are begun; and
(b) except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings."
10. The Tribunal considered the issues set out in the application. The Applicant provided evidence of non-payment of rent in the form of the rent statement. The Tribunal was satisfied on the basis of the documents before it that the tenancy provided that the contractual tenancy could be brought to an end on Grounds 11 and 12 of Schedule 5 and that in terms of Section 18(6) of the 1988 Act the Applicant was entitled to rely on Grounds 11 and 12 in Schedule 5 of the 1988 Act.
11. On the basis of the submissions made by Ms Siddiq and on the basis of the documents lodged, the Tribunal was satisfied the Respondent had persistently delayed paying rent lawfully due. Further the Tribunal was satisfied that rent was unpaid on the date the proceedings were begun and at the date of the AT6 on 1 April 2026. The Tribunal was satisfied on the basis of the tenancy agreement, rent statement and the supporting

oral submissions made on behalf of the Applicant that the arrears had accrued over a number of years and were not as a consequence of a delay or failure in Housing Benefit or Universal Credit. The Respondent had failed to oppose the Application and had not made any effort to make payments towards the arrears despite her mother being the Applicant's partner.

12. The Tribunal was satisfied on the basis of the documents lodged, together with submissions made by Ms Siddiq that the factual basis of the application had been established. A case under Grounds 11 and 12 of Schedule 5 of the 1988 Act was accordingly met. However, the Tribunal also has to be satisfied that it is reasonable to evict.
13. In determining whether it is reasonable to grant the order, the Tribunal is required to weigh the various factors which apply and to consider the relevant circumstances of the case. In this case the Tribunal was satisfied on the basis of the submissions of Ms Siddiq that the Respondent had accrued arrears. The Tribunal was satisfied that the Applicant had complied with the Rent Arrears Pre-Action Requirements (Coronavirus) (Scotland) Regulations 2020 and had regularly contacted the Respondent since arrears started to arise in an attempt to get her to engage. Letters had been lodged with the Application to show that the Applicant had been willing to engage with the Respondent despite the high level of arrears. Promises had been made to pay but had never transpired. It would not be reasonable to expect the Applicant to continue to bear that level of substantial arrears with the Respondent not making any payments. The arrears were increasing by the month and had reached such a level that there was very little choice but for the Tribunal to grant the order. The Tribunal gave considerable weight to the fact that it was not reasonable for the Respondent to expect to continue to live in the Property without paying rent. The Applicant was entitled to plan for his retirement and proceed to sell the Property. The balance of reasonableness in this case weighted towards the Applicant.
14. In the circumstances the Tribunal considered that in terms of Grounds 11 and 12 of Schedule 5 of the 1988 Act had been met and that it is reasonable to grant an eviction order

Decision

15. The Tribunal granted an order for repossession. The decision of the Tribunal was unanimous.

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.

Shirley Evans

5 October 2026

Legal Member

Date