



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 (“the 2016 Act”) and Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”)

Chamber Ref: FTS/HPC/EV/26/0514

Re: Property at 26 T/L HIGHHOLM STREET, PORT GLASGOW, PA14 5HL (“the Property”)

Parties:

SUNNY PROPERTY GROUP LTD, 71-75 SHELTON STREET, COVEN GARDENS, LONDON, WC2H 9JQ (“the Applicant”)

MR ANTHONY MCMENEMY, 26 T/L HIGHHOLM STREET, PORT GLASGOW, PA14 5HL (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Jane Heppenstall (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for recovery of possession of the property be granted.

Background

1. By application received on 2 February 2026, the Applicant applied to the Tribunal for an order for recovery of possession of the property in terms of Grounds 12 (rent arrears over three consecutive months) of Schedule 3 to the 2016 Act. Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement, Notice to Leave/proof of service of same, the Section 11 Notice to the local authority in terms of the Homelessness (Scotland) Act 2003/proof of service of same and a rent statement.

2. Following initial procedure, on 30 March 2026, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.
3. A Case Management Discussion ("CMD") was fixed for 18 August 2026. The application and details of the CMD scheduled were served on the Respondent by Sheriff Officer on 17 July 2026. In terms of said notification, the Respondent was given an opportunity to lodge written representations. None were lodged prior to the CMD.
4. On 13 August 2026, the Applicant's agent emailed some further written representations and documentation. They submitted an updated rent statement, showing a current balance of £5,200 arrears and that no payments had been to the rent account since October 2025 when £200 was paid. The rent due in terms of the tenancy agreement was £400 per calendar month. The Applicant's agent also submitted some email correspondence between them and the Respondent from 27 July 2026. The correspondence referred to discussions the previous week when the Respondent had indicated that he was to be vacating over the weekend. The Applicant's agent sought confirmation that the Respondent had now left. He responded to state that he had some car difficulties over the weekend but would be removing his remaining belongings that day and the next (28 July 2026). The Applicant's agent asked him to confirm on 28 July 2026 that he had finally vacated. The agent explained in her covering email to the Tribunal that they had not heard anything back from the Respondent since.

Case Management Discussion

5. The CMD took place by telephone conference call on 18 August 2026, commencing at 10am. In attendance was Mrs Melanie Connelly of Glow Homes Lettings & Sales Ltd, on behalf of the Applicant. The Tribunal delayed commencement of the CMD for 5 minutes to give the Respondent an opportunity to join late but he did not do so.
6. Following introductions and introductory remarks by the Legal Member, Mrs Connelly confirmed that the email correspondence submitted was the last they had heard from the Respondent. They had tried calling and emailing him since but he has not responded. She explained that they have not visited the Property in the meantime as their office is submitted quite a distance from the Property, around 35 miles away. Mrs Connelly indicated that they would not go into the Property unless they were absolutely certain that the Respondent had vacated. She confirmed that, in these circumstances, they will still seeking an eviction order, in order to properly terminate the tenancy. Mrs Connelly confirmed that the figure of £5,200 is still the current level of arrears outstanding and that there have still been no additional payments made to the account since the £200 in October 2025.
7. Mrs Connelly confirmed that the Respondent had taken on the tenancy in June 2024 when he was working as a chef and there were initially no issues with the

rent being paid. However, during 2025, the Respondent's payments dipped and became inconsistent, as a result of which arrears started to accrue. She stated that the Respondent had not been the best at communicating with them and had not provided much information or an explanation for the arrears. They have tended to communicate with him by telephone or messages, rather than conducting visits to the property, given its distance away. As far as Mrs Connelly is aware, the Respondent is still working and lived alone. She explained that they had, at one point, contacted his next-of-kin as they had not heard from him regarding the arrears and were concerned something may be wrong. However, they did not receive much information from his next-of-kin either. They have not received any requests for references or heard from any local authority, so are unaware as to his intentions regarding his housing situation.

8. As to the Applicant, Mrs Connelly confirmed they are a landlord company and own and let out a few other properties in the Ayrshire area and the same area as this Property. The Applicant is always willing to try and cooperate with their tenants and to be approachable and relatively flexible. However, in this case, the arrears have become high and with no payments coming in, and no communication from the Respondent, they have had no choice but to seek an eviction.
9. The Tribunal Members considered the application and thereafter confirmed that the Tribunal was satisfied that the eviction application was in order and that it was reasonable for the order sought by the Applicant to be granted at the CMD. Mrs Connelly was thanked for her attendance and participation in the CMD and it was confirmed that the decision paperwork would be issued shortly.

Findings in Fact

1. The Applicant is the owner and landlord of the Property.
2. The Respondent is the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 11 June 2024.
3. The rent due in respect of the tenancy was £400 per calendar month.
4. There was a background of rent arrears dating back to around July 2025 when payments began to be missed altogether or only partial rent payments made.
5. The last payment towards rent was £200 made in October 2025, with no payments being received since.
6. Arrears amounted to £2,600 when Notice to Leave was served and now amount to £5,200.

7. The Applicant's letting agents sought to engage with the Respondent regarding the rent arrears by email and telephone and issued communications to him in line with the 'pre-action protocol'.
8. The Respondent has made minimal contact with the Applicant's agents and has not engaged with them concerning the rent arrears or made payment proposals.
9. A Notice to Leave in proper form and giving the requisite period of notice was served on the Respondent by email on 20 October 2025, in accordance with the terms of the tenancy agreement and the relevant legislation.
10. The date specified in the Notice to Leave as the earliest date an eviction application could be lodged with the Tribunal was specified as 21 November 2025.
11. The Tribunal Application was submitted on 2 February 2026.
12. The Respondent indicated to the Applicant's agent that he would be vacating the Property around 28 July 2026 but has not communicated with them since to confirm the position.
13. The Applicant's agent has not been able to ascertain whether or not the Respondent has vacated the Property.
14. The Respondent has been called upon to make payment of the rental arrears or enter into a satisfactory payment arrangement but has failed to do so.
15. The Respondent was in rent arrears for three or more consecutive months prior to service of the Notice to Leave and this remains the case.
16. There is no indication that the arrears have arisen wholly or partly as a result of a failure or delay in the payment of relevant benefits.
17. The Respondent did not lodge any written representations with the Tribunal nor attend the CMD.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation, the procedural background to the application, the further representations/documentation lodged on behalf of the Applicant recently and to the oral representations at the CMD by the Applicant's agent.
2. The Tribunal found that the application was in order, that a Notice to Leave in proper form and giving the correct period of notice had been served on the Respondent and that the application was made timeously to the Tribunal, all in terms of the tenancy agreement and the relevant provisions of the 2016 Act.

3. The Tribunal considered the ground of eviction relied upon in this application, namely Ground 12, and was satisfied that all requisite elements of that ground had been met. Ground 12 is as follows:-

“Rent arrears

12(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.

(2)

(3) The First-tier Tribunal may find that the ground named by 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.

(4) 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 Ministers in regulations.

(5) For the purposes of this paragraph—

(a) references to a relevant benefit are to—

(i) a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),

(ii) a payment on account awarded under regulation 91 of those Regulations,

(iii) universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,

(iv) sums payable by virtue of section 73 of the Education (Scotland) Act 1980,

(b) references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.

(6) Regulations under sub-paragraph (4)(b) may make provision about—

(a) information which should be provided by a landlord to a tenant (including information about the terms of the tenancy, rent arrears and any other outstanding financial obligation under the tenancy),

(b) steps which should be taken by a landlord with a view to seeking to agree arrangements with a tenant for payment of future rent, rent arrears and any other outstanding financial obligation under the tenancy,

(c) such other matters as the Scottish Ministers consider appropriate.”

The Tribunal was satisfied that there were now substantial rent arrears owing, of £5,200. No rent payments had been made since around October 2025 and the rent account had now been continuously in arrears for a lengthy period of time, from around July 2025.

4. As to reasonableness, all the factors mentioned above satisfied the Tribunal that it was reasonable to grant an order in these circumstances, and to do so

at this stage. There was no indication that the Respondent's failure to pay rent was due to any failure or delay in payment of state benefits. The Tribunal was satisfied that the Applicant's agent had sought to engage with the Respondent in respect of the arrears by email and telephone and had followed the 'pre-action protocol' outlined in the legislation prior to proceeding with eviction. The Respondent had not properly engaged with the Applicant's agents or offered any explanation for the arrears nor payment proposals. The Respondent had not entered into the Tribunal process and the Tribunal therefore had no material before it either to contradict the Applicant's position nor to advance any reasonableness arguments on behalf of the Respondent. The Tribunal accordingly determined that an order for recovery of possession of the Property could properly be granted at the CMD as, in the circumstances, there was no need for an Evidential Hearing.

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.

N Weir

Legal Member/Chair

18 August 2026
Date