



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”)

Chamber Ref: FTS/HPC/EV/25/3522

Re: Property at Flat 2/2 146 Oxford Street, Glasgow, G5 9JG (“the Property”)

Parties:

Mrs Safia Goundal, 1 Flowerdale Place, Glasgow, G53 7UR (“the Applicant”)

Mr Steven Cook, Flat 2/2 146 Oxford Street, Glasgow, G5 9JG (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the provisions of paragraph 12 of schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) are met in this case.

The Tribunal therefore made an eviction order under section 51 of the 2016 Act.

In terms of section 54(1) of the 2016 Act, the private residential tenancy between the parties will end on 31 August 2026.

Background

- 1 This is an application for an eviction order under section 51 of the 2016 Act and Rule 109 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant relied upon ground 12 as the ground for eviction, stating that the Respondent was in arrears of rent. The application was conjoined with an application for a payment order under reference FTS/HPC/CV/25/3521 as both applications related to the same parties and same tenancy.

- 2 The application was accepted as valid and referred to a tribunal for determination. A case management discussion ("CMD") was scheduled to take place on 24 February 2026. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers on 12 January 2026.
- 3 Prior to the CMD the Respondent made requests to postpone the hearing which were opposed by the Applicant. The tribunal determined to refuse the request for postponement of the CMD and notified parties on 9 February 2026. The tribunal explained that it would prefer to make some progress with the application at the CMD and if the Respondent was unable to attend he could submit his response to the application in writing. The tribunal advised that the Respondent could also submit medical evidence for further consideration by the tribunal.

The CMD

- 4 The CMD took place by teleconference on 24 February 2026 at 2pm. Mr Kenneth Caldwell, Solicitor of Patten & Prentice LLP, represented the Applicant. The Applicant's husband, Mr Goundal, who manages the property on her behalf also joined the call. The Respondent was in attendance.
- 5 Mr Caldwell explained matters from the perspective of the Applicant and asked the Tribunal to consider granting an eviction order. He referred to the Applicant's personal circumstances, the background to this tenancy, the amount of the arrears which had risen substantially since the applications were submitted, the lack of any payments by the Respondent since November 2025, the numerous discussions he had had with the Respondent, the conflicting nature of those communications, the various payment offers made by the Respondent which were not adhered to and the consequence of any further delays in the Tribunal process.
- 6 Mr Cook explained his position, including further details regarding his health issues, employment background, current employment situation, that he disputed the rent arrears figure as he considered payments to have been missed from the rent statement, that he had been unable to reach a formal payment agreement with Mr Caldwell but did wish to reach agreement and resolve the arrears and remain in the property. He denied that he was abusing the process and wished the matter continued to an evidential hearing so that he could be better health-wise and able to properly put forward his position and have representation.
- 7 Having heard from the parties, the tribunal adjourned the CMD to deliberate before resuming the call and confirming that the application would proceed to an evidential hearing. The tribunal advised that it would issue a formal Direction requiring the Respondent to clarify the position as to whether he accepted the amount of arrears, and if not, to produce proof of additional payments he has made that do not appear on the rent statement produced by the Applicant. Alternatively, if the Respondent accepted the amount stated, he should put forward formal payment proposals through the Tribunal and consider

completing an application for a time to pay direction. The tribunal recommended the Respondent seek advice from a solicitor or an advice service on these matters. The Respondent advised that he believed that a payment of £200 was missing from the rent statement. He had made a payment of £2000 direct to the Applicant whilst the CMD was ongoing, would pay a further £1000 within the next week, and a further lump sum within the next fortnight, although he did not know yet the exact figure he could pay. He would make payment of the rent due meantime.

- 8 The Direction was issued to parties on 3 March 2026. On 10 March 2026 the Tribunal received an email from the Respondent advising that he had paid £2850 to the Applicant. He proposed payments of £1100 on 30 March 2026, £1250 on 19 April 2026, £1250 on 2 May 2026, £1250 on 2 June 2026 and £1250 on 2 July 2026. He advised that he would make no payments towards the arrears unless the Applicant accepted the proposal. On 17 April 2026 the Tribunal received an email from the Applicant's representative, Mr Caldwell, advising that he had encouraged the Respondent to continue payments on the basis that a view would be taken in advance of the evidential hearing.
- 9 On 7 July 2026 the Tribunal received an updated rent statement from the Applicant's representative, Mr Caldwell.
- 10 The hearing was scheduled to take place on 31 July 2026 at 10am by teleconference. Prior to the hearing the tribunal received a request from the Respondent for postponement of the hearing on the basis that he would be abroad for work. The Respondent provided a copy of a hotel booking in support of his request. The Applicant opposed the request for postponement. On 27 July 2026 the tribunal notified the parties of its decision to refuse the Respondent's request for postponement of the hearing. The tribunal noted that the Respondent would be able to join the hearing by telephone from abroad. The Respondent advised that he would be unable to do so via a toll free number. The tribunal therefore determined to change the format of the hearing from teleconference to videoconference.
- 11 On 27 July 2026 the tribunal received an email from the Respondent notifying the Applicant of his intention to terminate the tenancy and vacate the property on 28 August 2026. The Respondent explained that he had offered to make full payment of the arrears which had not been accepted by the Applicant.

The hearing

- 12 The hearing took place by videoconference on 31 July 2026 at 10am. Mr Caldwell represented the Applicant. The Respondent joined the call.
- 13 The tribunal had before it the application and supporting documents, including private residential tenancy agreement, notice to leave and proof of delivery to the Respondent, section 11 notice and proof of delivery to the local authority, rent statement, and pre-action correspondence. The tribunal also had all correspondence sent to the tribunal by the parties.

- 14 The tribunal heard preliminary submissions from the parties. The following is a summary of the key elements of the submissions.
- 15 Mr Caldwell invited the Tribunal to make an eviction order. Matters had not moved on much since the CMD, albeit there had been numerous emails from the Respondent. Mr Caldwell noted the Respondent had indicated his intention to vacate the property on 28 August 2026.
- 16 The Respondent stated that he did not oppose the eviction order. He intends to vacate the property on 28 August 2026 as he feels he no longer has any choice. He outlined his attempts to make payments to the Applicant following the CMD and his frustration at their refusal to accept his proposals.

Findings in fact and law

- 17 The Applicant is the owner and landlord, and the Respondent is the tenant, of the property in terms of a private residential tenancy agreement, which commenced on 2 January 2025.
- 18 The Applicant has given the Respondent a notice to leave within the meaning of section 62 of the 2016 Act. The notice to leave includes ground 12.
- 19 The Applicant has given the local authority a section 11 notice at the time of making this application.
- 20 The rent due for the property is £875 per month.
- 21 The Respondent has failed to pay rent as agreed. The Respondent's payments towards his rent have been sporadic and inconsistent.
- 22 The Respondent has been in rent arrears since 2 March 2025. The Respondent has therefore been in rent arrears for three or more consecutive months.
- 23 At as at the date of this decision the rent arrears amount to £9600.
- 24 The arrears are not known to be due to any failure or delay in the payment of a relevant benefit.
- 25 The Applicant's representative, Patten & Prentice Solicitors, has written to the Respondent with the information required under the rent arrears pre-action protocol.
- 26 The Respondent gave the Applicant notice to terminate the tenancy on 27 July 2025. The Respondent intends to vacate the property on 28 August 2026.
- 27 The Respondent resides alone at the property.

28 It is reasonable to make an eviction order.

Reasons for decision

- 29 The tribunal took into account all correspondence from the parties, the documentary and oral evidence, and the submissions, in reaching its decision on the application.
- 30 Section 51 of the 2016 Act provides that *“The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy if, on an application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.”*
- 31 Section 52 of the 2016 Act goes on to state that *“an application for an eviction order against a tenant must be accompanied by a copy of a notice to leave which has been given to the tenant.”* The tribunal had before it a copy of a notice to leave in the prescribed form that had been given to the Respondent which cites ground 12 of schedule 3 of the 2016 Act. The tribunal was also satisfied that the Applicant had sent a section 11 notice to the local authority in accordance with the requirements of section 56 of the 2016 Act.
- 32 The tribunal considered the wording of paragraph 12 of schedule 3 of the 2016 Act:-

“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.”

- 33 The tribunal determined that the rent account has been in arrears for three or more consecutive months based on the rent statement produced. The Respondent confirmed at the hearing that he accepts rent arrears of £9600 have accrued and there was therefore no contradictory evidence before the tribunal.
- 34 The tribunal went on to consider whether it was reasonable to make an eviction order on account of the facts in this case, which requires the tribunal to identify those factors relevant to reasonableness and determine what weight should be applied to them.
- 35 The tribunal gave most weight to both the level of arrears and the length of time they have been outstanding. It is a significant balance. When the notice to leave was given to the Respondent the arrears stood at £4375. They have since more than doubled to £9600. Despite his proposals at the CMD, the Respondent has failed to demonstrate any commitment to making payment towards the rent and arrears. Instead, the arrears have continued to increase. The Respondent states that he did not make payments because the Applicant did not explicitly agree to the payment plan. The tribunal did not consider this to be a reasonable position. The Respondent accepts that the rent arrears are due. There is nothing to prevent him from making the payments he owes to the Applicant. Given the Respondent's history of rent payments, the tribunal cannot fault the Applicant for being wary of the Respondent's commitment to meeting his rental obligations. It was understandable why they would want to monitor the Respondent's payments prior to taking a decision on how to proceed with the application.
- 36 There was no evidence before the tribunal to suggest that the arrears were due in any part to a failure or delay in the payment of a relevant benefit. The tribunal was further satisfied based on the correspondence produced that the Applicant has complied with the rent-arrears pre-action protocol in terms of the email sent to the Respondent by the Applicant's representative, Patten & Prentice on 13 August 2025.
- 37 There were no factors in terms of reasonableness that the tribunal could identify that would outweigh the rent arrears in this case. As stated during the hearing, the Respondent does not oppose the eviction order. He has given notice to terminate the tenancy. He has stated that he will vacate the property

by 28 August 2026. He will not therefore be prejudiced by the granting of an eviction order, and there are no others residing with him who would be at risk of homelessness.

38 The tribunal therefore concluded that the provisions of paragraph 12 of schedule 3 of the 2016 Act have been met in this case and determined to make an eviction order.

39 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.

Ruth O'Hare

31 July 2026

Legal Member/Chair

Date