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) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 ("the 2016 Act") and Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended ("the Regulations")

Chamber Ref: FTS/HPC/CV/26/0119

Re: Property at 12 Iain Road, Bearsden, G61 4PA ("the Property")

Parties:

Mr Niharendu Banerjee, 144 Barrier Point Road, London, E16 2SE ("the Applicant")

Mr Murat Atilgan, 12 Iain Road, Bearsden, G61 4PA ("the Respondent")

Tribunal Members:

Nicola Weir (Legal Member) and Helen Barclay (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment by the Respondent in the sum of £35,000 should be made in favour of the Applicant.

Background

1. Conjoined applications submitted on 7 January 2026 sought an eviction order against the Respondent on the grounds of rent arrears over more than 3 consecutive months (Ground 12 of the Private Housing (Tenancies)(Scotland) Act 2016) and a payment order in respect of the rent arrears which amounted to £19,250 when the applications were lodged. Supporting documentation was submitted with the applications, together with further documentation in response to further information requests by the Tribunal.

2. Following initial procedure, the Tribunal accepted the applications on 15 April 2026. The applications proceeded together through the Tribunal process and called for a CMD together.

3. Notification of the applications and details of the scheduled CMD was made to the Respondent by Sheriff Officer on 22 July 2026.

4. On 10 August 2026, written representations were lodged by the Respondent. He admitted rent arrears but disputed the amount claimed and also that the Applicant was entitled to payment of the rent. He pointed to anomalies in the paperwork, whereby the application was in the name of a Mr Ian Banarjee, the landlord named in the tenancy agreement was "Mr Banarjee", the Landlord Registration was in the name of Niharendu Banarjee and a mandate had been produced from a Mrs Madhulekha Banarjee confirming that she was the joint owner of the Property. The Respondent also raised an issue concerning the Section 11 notification to the local authority, which had been sent to Glasgow City Council, rather than East Dunbartonshire Council where the Property is situated. He mentioned different figures being given for the amount of rent arrears in different paperwork. His tenancy had begun on 8 February 2024 but there was no mention made in the rent statement produced of the tenancy deposit of £2,500 he had paid at the beginning of the tenancy. The Respondent also provided some details regarding his financial and personal circumstances and stated that he was in contact with CAB and East Dunbartonshire Council. He requested that the Tribunal did not grant orders at the CMD until the issues he had raised had been clarified.

5. On 11 and 13 August 2026, further written representations were lodged on behalf of the Applicant, together with further supporting documentation. An updated rent statement was lodged, showing that the outstanding arrears had increased to £31,500. Two Section 11 notification emails to East Dunbartonshire Council were lodged, one dated 26 August 2025 and the second 11 August 2026, together with a copy of the Section 11 Notice itself. A letter from Mr and Mrs Banarjee was also produced stating that they had delegated responsibility for managing their let property to their son, Mr Ian Banarjee, from January 2023.

Summary of Discussion

6. The CMD took place by telephone conference call on 24 August 2026 at 2pm. It was attended on behalf of the Applicant by Ms Shannon Miller of CODA Estates, who was accompanied by their Accounts Manager, and by the Respondent, Mr Atilgen.

7. Following introductions and introductory comments by the Legal Member, the purpose of the CMD was explained and the technical issues raised by Mr Atilgen in his representations were discussed.

8. As to the name of the Applicant, Ms Miller explained that the owners of the property are the parents of Mr Ian Banerjee, who was the Applicant named on the application. They had appointed their son to act on their behalf in the

management of the Property and reference was made to the letter produced by them confirming this. It was clarified, however, by Ms Miller that the "Mr Banerjee" named as the landlord in the tenancy agreement is not Mr Ian Banerjee, but rather his father, Mr Niharendu Banerjee. The Legal Member explained that, in these circumstances, it was more appropriate to name Mr Niharendu Banerjee [or both he and his wife], as the Applicant, as they are the owners of the Property and the landlord in respect of the tenancy. Mr Niharendu Banarjee was also the registered landlord named in the Landlord Registration. Ms Miller was asked if she wished to amend the application in this regard and she confirmed that she would. Mr Atilgen explained that his issue was that Mr Ian Banerjee had been named as the Applicant but did not seem to be the person entitled to the rent for the Property, so he did not object to the amendment. The Tribunal Members conferred and confirmed that they would allow the requested amendment and that the change in the name of the Applicant would be made to the case papers. [It was subsequently noted by the Tribunal that Mrs Banarjee had previously submitted her written authorisation for the application proceeding in the sole name of her husband, the joint owner. Accordingly, the applications are amended into the sole name of the Mr Niharendu Banarjee.]

9. The section 11 Notification was also discussed. It was explained by Ms Miller that they had notified East Dunbartonshire Council at the outset of the process, as well as Glasgow City Council but had only lodged the Glasgow one with the application. For the avoidance of doubt, she had notified East Dunbartonshire Council again recently and had now lodged the recent Section 11 as well as the two email notifications to East Dunbartonshire Council. Mr Atilgen stated that he had never received notification of this direct from East Dunbartonshire Council. The Legal Member explained that the local authority does not always contact tenants directly and that the Tribunal was satisfied that the correct local authority had now been notified of the eviction application twice.

10. Mr Atilgen was then asked to confirm his position in respect of both applications. He stated that he admitted he was in rent arrears, due to his current financial and other circumstances, but that he was not able to admit the increased rent arrears claimed of £31,500 as he had not seen a copy of a rent statement covering the full tenancy and he had not received clarification of the position regarding the deposit of £2,500 he had paid at the outset of the tenancy. It was noted that the rent statements produced in support of the Applicant's claim began at 29 May 2025, with a starting balance of £5,250 of arrears. Ms Miller explained that they had taken over the management of this tenancy from the previous letting agents, Victoria Property, which is a company that is no longer in existence. They received confirmation of the starting balance from Victoria Property but no rent statements or other documentation in order to verify this figure. As to the tenancy deposit, Ms Miller stated that £2,500 was the amount of the tenancy deposit stated in the lease but she did not know whether that had been paid by Mr Atilgen or not as they were not involved. If he had paid it, it was assumed that Victoria Property would have placed this in the tenancy deposit scheme. However, Ms Miller has already logged onto Safe Deposits Scotland and has not been able to locate this deposit. She confirmed that, if a

deposit was held, it would be available at the end of the tenancy to put towards rent arrears, provided the Property was returned in acceptable condition and with no damage. Mr Atilgen stated that he could not recall if he had been notified regarding the lodging of his tenancy deposit at the outset of his tenancy and would have to check back his emails. He equally was not able to confirm or deny whether he was in rent arrears at the time CODA Estates took over management of the tenancy from Victoria Property. Mr Atilgen was also not prepared to consent to an eviction order being granted as he stated that it was up to the Applicant to prove their case. He wished more time to have these matters clarified and also to sort out his financial circumstances and requested that the applications be continued at this stage.

11. Mr Atilgen was asked to confirm his personal and financial circumstances and to advise the Tribunal if he had any proposals to make in respect of payment of the ongoing rent liability of £1,750 per month and towards the rent arrears. He stated that his 15 year-old daughter lives with him full-time, as from 25 June 2026, and that he is her sole carer. She has autism and attends a special needs school within East Dunbartonshire. Mr Atilgen's financial circumstances have deteriorated significantly since he entered this tenancy agreement on 8 February 2024. He had previously owned two factories but had lost these businesses through the Covid pandemic. He was in receipt of Universal Credit for around 7 or 8 months, until he became a student in September 2025. He has been looking for work but currently has no employment income. His Student Loan has not come through yet for the current year and stated that his ex-wife has been providing him with some money now and then for he and his daughter. The Child Benefit was previously paid to his ex-wife but is now to be paid to him and Child Maintenance arrangements still have to be worked out between them. He has been getting advice from CAB/a student advice body and has now made afresh claim for Universal Credit. This was initially made on 3 August 2026, but after the Child Benefit adjustment, an amended claim had to be made on 17 August 2026. He is due to attend an appointment regarding his Universal Credit claim on 27 August 2026 and does not yet know how much he will be receiving. He has also been looking at his housing options. He has applied to East Dunbartonshire Council and told them about these eviction proceedings. However, he has been told that it is unlikely he will be re-housed by them. He reiterated that he needs more time to consider his options, once he gets his benefits and financial situation clarified. Mr Atilgen confirmed that his daughter has no mobility issues and it was also confirmed that the Property has not been adapted in any way for her

12. Ms Miller objected to a delay in the eviction application and asked the Tribunal to consider granting it at the CMD, even if the payment application requires to be further clarified. She mentioned that Mr Atilgen had not raised these issues previously, although they had been managing the tenancy and in communication with them since May 2025. He never disputed the arrears and she considers that he is now just seeking to delay things. She mentioned the very high level of arrears and the fact that he clearly could not afford the ongoing rent payments. Even if he gets granted the two-bedroom local housing allowance through the housing element of Universal Credit, that would be a

maximum of £800 per month. He will not be a priority for housing with East Dunbartonshire Council until an eviction order is granted. Ms Miller stated that the level of arrears are having a detrimental impact on the Applicant, both financially and in terms of stress. Mr and Mrs Banerjee are in their 80s and retired. They have a portfolio of properties which are now managed by their son, to relieve them of some of the stress, and through CODA Estates.

13. The Tribunal Members adjourned to discuss the applications in private and, on re-convening, explained that they had decided to continue both applications meantime but not necessarily to a further hearing. The Tribunal considered that clarification was required in respect of the amount of rent arrears sought, the tenancy deposit and the Respondent's financial and other circumstances. As the Respondent was not prepared to consent to the eviction at this stage and, as it appeared that some facts may be in dispute, the Tribunal was not in a position to grant the orders sought at the CMD today. However, given the significant level of arrears and the lack of any ongoing payments being made, or offered, by the Respondent, the Tribunal wished to ensure progress was made with these applications as soon as possible. Accordingly, the Tribunal intended to make a formal Direction, requiring the Respondent to evidence the various matters he had raised within a relatively short period of around 14 days. The Applicant would have the opportunity to respond to anything that the Respondent put forward to the Tribunal but, in the meantime, should lodge anything further they can locate concerning the rent arrears situation prior to 29 May 2025 or regarding the tenancy deposit. Depending on the further information received, the Tribunal would then determine the appropriate further procedure to take place, which may include deciding the applications on the basis of all the material before it at that stage.

14. Parties were thanked for their attendance and the CMD concluded.

15. The CMD was adjourned in respect of both applications. A CMD Note and Direction were thereafter issued to parties, requiring the lodging of further documentation by the Respondent. Further procedure was to be decided upon thereafter.

16. The Direction required the following:-

"The Respondent is required to lodge:-

1. *Evidence that he paid a deposit of £2,500 to the Applicant or Applicant's agent at the outset of the tenancy, such as a bank statement or extract bank transaction.*
2. *Evidence of rent payments made between the start of the tenancy and 29 May 2025, such as bank statements, extract bank transactions or receipts/rent statements issued to him by the Applicant's former letting agents.*
3. *Any confirmation received by him from a tenancy deposit scheme or from the Applicant's former letting agents that the tenancy deposit had been lodged in a tenancy deposit scheme.*
4. *Confirmation as to whether he admits or denies that rent arrears owing by him currently amount to £31,500 and if denied, on what basis.*

5. *Evidence of his daughter's additional support needs, that she lives with him and that she attends an additional supports needs school in East Dunbartonshire.*
6. *Evidence of his status as a full-time student and his entitlement to Universal Credit, Discretionary Housing Allowance, Child Benefit and any other income, including the monthly figures involved.*
7. *Evidence of any housing applications made to local authorities, housing associations or for alternative private lets.*
8. *Confirmation as to whether he consents to eviction or opposes same and, if he opposes same, on what basis and his proposals for making payment of the ongoing monthly rent and towards the accrued rent arrears.*

The documentation referred to above should be lodged by the Respondent with the Tribunal Administration within 14 days from the date of receipt of this Direction".

Further Procedure

17. On 27 August 2026, the Applicant's representative emailed the Tribunal, attaching proof of the tenancy deposit of £2,500 having been lodged with the SDS scheme on 6 February 2024 and figures in respect of the rent account from the start of the tenancy until 25 May 2025 when CODA Estates had taken over the management of the tenancy from Victoria Properties.

18. On 10 September 2026, in response to the Direction, the Respondent lodged representations confirming that he admitted that his last payment of rent had been in February 2025 and now accepted that the arrears owing amounted to £31,500 as at August 2026. He confirmed that he had been the sole carer of his 15 year-old daughter since 25 June 2026, that she has additional support needs and attends a school in East Dunbartonshire in respect of those needs. He confirmed that Child Disability Payment had been awarded, that he is also in receipt of student funding and that Universal Credit was not due to be paid until 23 September 2026. He cannot apply for Discretionary Housing Payment (DHP) until Universal Credit (including the Housing Element) was in payment and explained that his Child Benefit claim was still pending. He is restricting his search for housing to East Dunbartonshire so that his daughter's schooling is not disrupted. He is receiving ongoing advice from CAB. The Respondent also stated that he had paid rent in full and on time for the first 13 months of the tenancy and considers that some of the arrears had been caused by a delay or failure in a relevant benefit being assessed, namely Universal Credit. He mentioned a visit to the Property on 26 March 2026 from the Applicant's agent, when the Respondent's partner and daughter were also present. The rent arrears were discussed, the agent had advised him to apply for DHP and told him that the tenancy would continue once the arrears were resolved. The Respondent was not told that these applications had already been lodged with the Tribunal some two months earlier. The Respondent had applied for DHP following the visit but this was refused on 2 April 2026. The Respondent explained that he did not wish to stay at the Property indefinitely and was actively seeking alternative accommodation. However, he requires assistance to move out and hopes to be accepted for the Council's Tenancy Deposit Guarantee Scheme, to be awarded DHP and a Community Care Grant, once

Universal Credit is in payment. In addition to applying to the Council, he has been looking at housing association accommodation and private lets. He hoped that if eviction was granted, this would be no earlier than the end of November 2026. He intends to pay the Housing Element of his Universal Credit towards the ongoing rent as long as he is staying in the Property and will make proposals regarding the arrears as soon as his income is established. He asked that the Tribunal continue the applications to a Hearing as some information regarding his income is not yet available and he considered it would not be reasonable to evict, given that his child lives with him and has additional support needs. His former partner can attend and give evidence regarding his daughter's residence if required. The Respondent attached:-

-an NHS letter from 2015 confirming his daughter's autism diagnosis;
-a letter from University of the West of Scotland confirming the Respondent's enrolment on his university course from 2025 until 2029;
-a letter from Social Security Scotland dated 8 March 2025 confirming that the sum if £103.10 per week would be paid to the Respondent's former partner in respect of Child Disability Payment;
-a completed 'Health & Access Needs Assistance Form' from East Dunbartonshire Council;
-a letter from East Dunbartonshire Council Housing dated 8 April 2026 confirming the Respondent had applied for housing and was on their waiting list;
-a letter from Student Loans Company dated 17 June 2026 confirming his current annual funding of £10,400;
-proof of a Universal Credit application having been made by the Respondent;
-a letter dated 20 August 2026 from the Respondent's former partner confirming that their child had lived with him since 25 June 2026.

19. The Tribunal considered the above responses and further documentation from both parties and decided to fix an Evidential Hearing. This was scheduled for 30 October 2026 and parties notified on 18 September 2026.

20. On 13 October 2026, the Applicant's representative confirmed that arrears had now increased to £35,000 and lodged an updated rent statement in support pf their request for an increase in the sum sought in the payment application.

21. On 26 October 2026, the Respondent lodged proof of his Universal Credit entitlement for the monthly period 17 August 2026 to 16 September 2026. Although his entitlement included a Housing Element of £750, after deductions mostly due to the Respondent's student funding, the balance due to be paid to the Respondent on 23 September 2026 was £647.18. The Respondent also lodged an email from East Dunbartonshire Council confirming that he had been awarded 'medical points' in respect of his daughter's condition, but that they had a shortage of housing stock and it hard to predict when an offer of housing would be made.

Evidential Hearing

1. The Evidential Hearing took place by telephone conference call on 30 October 2026, commencing at 10am. In attendance were Ms Shannon Miller of CODA Estates, the Respondent, Mr Murat Atilgen and an adviser from CAB, Ms Amy Dallas. Ms Dallas confirmed that she was attending, not as Mr Atilgen's representative but in a supportive capacity.

2. Following introduction and introductory comments from the Legal Member, reference was made to the responses from the Respondent to the Direction and the supporting documentation he had produced and that had also been produced on behalf of the Applicant. Neither party had any witnesses. Mr Atilgen would give evidence and Ms Miller would make submissions on behalf of the Applicant. Both parties initially stated that they wished to proceed with the Evidential Hearing. The Applicant was still seeking eviction and was now seeking a payment order in the increased sum of £35,000, as previously intimated. Mr Atilgen initially opposed eviction but indicated that he now accepted the rent arrears figures produced by the Applicant and admitted the arrears of £35,000. Reference was made to his Universal Credit now having been assessed and in payment and to his written representations when he had indicated that he would start making payments towards the ongoing rent from his benefits and would also make proposals for payment of the arrears. Mr Atilgen accepted that he had not started making any payments as yet and also that he did not really have any proposals to make as he was still consulting with CAB in the matter. When pressed for his payment proposals, in order that the Tribunal could properly assess reasonableness, Mr Atilgen agreed to consult with Ms Dallas, which he did in private.

3. Following his consultations, Mr Atilgen stated that he accepts that he cannot pay the rent of £1,750 per month, given his Universal Credit entitlement and other limited income. He accepts that he owes £35,000 in rent arrears and confirmed that he will continue to take advice from CAB in relation to this debt and will make proposals to pay off the arrears in due course. However, he accepts that he needs to secure more affordable accommodation for he and his daughter and confirmed that he would now consent to an eviction order being granted. However, he requested a delay in eviction until 29 January 2027 at 12 noon, to give him more time to make the necessary housing arrangements for he and his daughter. He confirmed having met with the homelessness team at East Dunbartonshire Council and that his housing options were discussed. He is still on the list for social housing but thinks it more likely that they will assist him in securing an alternative private let. Mr Atilgen clarified that, if he secures alternative housing quicker that the end of January, he will move out sooner.

4. Ms Miller was asked for her views on the extension request from Mr Atilgen. She indicated that the Applicant would oppose any further delay, given the length of time without any payment being made to the rent, the amount of the arrears and the resulting financial consequences and anxiety for the Applicant and his wife who are elderly.

5. Ms Dallas then added on behalf of Mr Atilgen that she has experience working with East Dunbartonshire Council and is aware of the homeless support they can offer but also the pressures they are under with the housing shortage. She stated that Mr Atilgen's circumstances are changing, that he has produced everything asked for and that CAB are continuing to work with him regarding his housing situation and finances. She conceded that the circumstances are unfortunate but Mr Atilgen is in the position where his total income is less than the monthly rent. She stated that it is not a lengthy delay that is being sought and that granting an eviction order with the minimum period would simply add to the pressure already on the Respondent and his daughter.

6. Ms Miller responded that they would always have been happy to work with Mr Atilgen regarding the rent arrears but there were simply no attempts by him to pay any of the rent. There has already been a two month delay since the CMD and they had hoped that there would at least have been a demonstration of good faith since then, with payments starting to come in from Mr Atilgen's benefits.

7. The Tribunal Members adjourned briefly to discuss matters and, on re-convening, confirmed that a payment order in the full sum of £35,000 would be granted, as no payment proposals had been made or time to pay sought. It was hoped by the Tribunal that the Respondent would continue to work with CAB and to reach a payment arrangement with the Applicant, as he had undertaken to do. The Tribunal also confirmed that the eviction order sought would be granted, with consent of the Respondent, but subject to the delay in the eviction date sought by him, until 29 January 2027**.** Again, it was stated that the Tribunal had noted that the Respondent had undertaken to move out of the Property earlier than that date, if he was able to secure alternative accommodation prior to then. The Respondent was urged to keep the Applicant's agents informed as to developments in that regard. Everyone was thanked for their attendance and it was confirmed that the decision paperwork would be issued shortly.

Findings in Fact

1. The Applicant is the joint owner and the landlord of the Property.

2. The Respondent is the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 8 February 2024 and is ongoing.

3. The rent due in respect of the tenancy was £1,750 per calendar month.

4. The tenancy deposit paid by the Respondent at the outset of the tenancy was £2,500, held in a tenancy deposit scheme with Safe Deposits Scotland.

5. Rent was initially paid but payments started to be missed around March 2025.

6. On 29 May 2025, when the Applicant's current letting agents took over management of the Property from the previous agents, rent arrears amounted to £5,250.

7. Only one payment towards rent has been paid since, amounting to £625, on 17 November 2025.

8. Rent arrears amounted to £19,250 when this application was lodged and now amount to £35,000.

9. The Applicant's letting agents have sought to engage with the Respondent concerning the rent arrears since taking over management of the tenancy but the arrears situation has not been resolved.

10. 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.

11. The Respondent now admits the amount of the rent arrears.

12. The Respondent has not made any payment proposals, nor sought time to pay.

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 written representations on behalf of both parties and to the oral submissions on behalf of the Applicant and by the Respondent at the Evidential Hearing.

2. The Tribunal found that the application was in order and that the original sum sought in respect of rent arrears had been properly increased on behalf of the Applicant, first to £31,500 and then to £35,000, all in terms of Rule 14A of the Regulations. The Tribunal was satisfied that the amount outstanding in respect of rent arrears arising from this tenancy was £35,000 and that the Respondent agreed this figure and did not wish to contest the claim.

3. The Respondent did not wish to make a time to pay application at this stage but intended to seek ongoing advice on their debt situation and to seek to reach a payment arrangement with the Applicant in due course.

4. The Tribunal accordingly decided to grant an order in the full sum sought by the Applicant of £35,000.

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.

Nicola Weir

_____ **30 October 2026**

Legal Member/Chair **Date**