



**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**

Chamber Ref: FTS/HPC/EV/22/0133

**Re: Property at Flat 1/6, 354 Meadowside Quaywalk, Hillington, Glasgow, G11
6ED (“the Property”)**

Parties:

**Mr Hariharan Narendran, c/o JLC Property Lettings, Unit 2 68/74 Queen Elizabeth
Avenue, Glasgow, G52 4BJ (“the Applicant”)**

**Ms Bethany Jane Lynch, Flat 1/6, 354 Meadowside Quaywalk, Hillington,
Glasgow, G11 6ED (“the Respondent”)**

Tribunal Members:

Alison Kelly (Legal Member) and Eileen Shand (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 eviction should be granted.**

On 14th January 2022 the Applicant lodged an Application with the Tribunal under Rule 109 of the First Tier Tribunal for Scotland (Housing and Property Chamber Rules of Procedure) 2017 (“The Rules”), seeking an order to evict the Respondent from the property.

Lodged with the application were: -

1. Copy Tenancy Agreement, the rent being £850 per month;
2. Copy Notice to Leave;
3. Proof of delivery;
4. Section 11 Notice;
5. Rent Statement

On 6th April 2022 the Tribunal wrote to the Applicant's agent advising that the case would proceed to a case Management Discussion but they would need to satisfy the Tribunal regarding compliance with the Pre Action Requirements in terms of the Rent Arrears Action requirements (Coronavirus)(Scotland) Regulations 2020.

The Application was served on the Respondent by Sheriff Officers on 4th May 2022.

On 1st June 2022 the Applicant's solicitor lodged a copy of a letter sent to the respondent on 12th January 2022.

Case Management Discussion

The Case Management Discussion ("CMD") took place by teleconference. The Applicant was represented by Mr Buttery of Whyte Fraser Solicitors. There was no attendance by the Respondent or any representative on her behalf.

The Chairperson explained the purposes of a CMD in terms of Rule 17 of the Rules. The Chairperson explained that the Applicant needed to provide sufficient evidence to establish the ground of eviction, and that it was reasonable for the Tribunal to grant the order.

Mr Buttery made reference to the rent statement. He said that at the date the Notice to leave was served the arrears stood at £4400, being more than three months' rent. As at 29th December 2021 the arrears were £7445.62. No payments have been received since that date and the arrears have continued to accumulate. He submitted that the eviction order should be granted.

The Tribunal asked him to address the pre action requirements. He made reference to the letter of 12th January 2022 sent to the Respondent. He said it contained all the elements required by the Requirements. He was asked if that was the only letter sent and he confirmed that it was. He said that the letting agents had had very little contact with the respondent. As far as they knew she was a 22 year old woman living alone. In early January 2022 the agent had called at the property and rung the bell. He received no reply and opened the door as he suspected that the respondent had vacated. She was still there so the agent immediately left. No effort was made by the Respondent to make contact.

Findings in Fact

1. The parties entered into a Tenancy Agreement in respect of the property;
2. The monthly rent was £850;
3. Notice to leave was served properly and timeously;
4. At the date that the Notice to Leave was served the arrears were £4400;
5. At the date the Tribunal application was lodged the arrears were £7445.62;
6. There have been no payments towards the rent since the application was lodged;

7. A letter dated 12th January 2022 was sent to the respondent in compliance with the Pre Action Requirements;
8. The respondent is a single woman living alone in the property.

Reasons for Decision

The Tribunal were satisfied that the requirements for ground 12 had been met.

It is usually mandatory to grant an application under Ground 12 of Schedule 3 of the Private Housing (Tenancies)(Scotland) Act 2016. However, Section 2 and Schedule 1 of the Coronavirus (Scotland) Act 2020 amended the legislation as follows:

1(1)The Private Housing (Tenancies) (Scotland) Act 2016 applies, in relation to a notice to leave within the meaning of section 62 of that Act served on a tenant while this paragraph is in force, in accordance with the modifications in this paragraph.

(2)Section 51(2) (First-tier Tribunal's power to issue an eviction order) has effect as if the words “or must” were repealed.

(3)Schedule 3 (eviction grounds) has effect as if—

(a)in paragraph 1(2) (landlord intends to sell)—

(i)in the opening words, for the word “must” there were substituted “ may ”,

(ii)after paragraph (a), the word “and” were repealed,

(iii)after paragraph (b) there were inserted “, and

(c)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.”,

(b)in paragraph 2(2) (property to be sold by lender)—

(i)in the opening words, for the word “must” there were substituted “ may ”,

(ii)after paragraph (b), the word “and” were repealed,

(iii)after paragraph (c) there were inserted “, and

(d)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.”,

(c)in paragraph 3(2) (landlord intends to refurbish)—

(i)in the opening words, for the word “must” there were substituted “ may ”,

(ii)after paragraph (b), the word “and” were repealed,

(iii)after paragraph (c) there were inserted “, and

(d)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.”,

(d)in paragraph 4(2) (landlord intends to live in property)—

(i)for the word “must” there were substituted “ may ”,

(ii)the words from “the landlord” to “3 months” were paragraph (a),

(iii)after paragraph (a) there were inserted “, and

(b)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact.”,

(e)in paragraph 6(2) (landlord intends to use for non-residential purpose)—

(i)for the word “must” there were substituted “ may ”,

(ii)the words from “the landlord” to “home” were paragraph (a),

(iii)after paragraph (a) there were inserted “, and

(b)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact.”,

(f)in paragraph 7(2) (property required for religious purpose)—

(i)in the opening words, for the word “must” there were substituted “ may ”,

(ii)after paragraph (b) the word “and” were repealed,

(iii)after paragraph (c) there were inserted “, and

(d)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.”,

(g)in paragraph 8 (not an employee)—

(i)in the opening words of sub-paragraph (2), for the word “must” there were substituted “ may ”,

(ii)for paragraph (c) there were substituted—

“(c)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.”,

(iii)sub-paragraph (3) were repealed,

(iv)in sub-paragraph (4), for the words “sub-paragraphs (2) and (3)” there were substituted “ sub-paragraph (2) ”,

(h)in paragraph 10(2) (not occupying let property)—

(i)in the opening words, for the word “must” there were substituted “ may ”,

(ii)after paragraph (a), the word “and” were repealed,
(iii)after paragraph (b) there were inserted “, and
(c)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.”,
(i)in paragraph 12 (rent arrears), sub-paragraph (2) were repealed,
(j)in paragraph 13(2) (criminal behaviour)—
(i)in the opening words, for the word “must” there were substituted “ may ”,
(ii)after paragraph (a), the word “and” were repealed,
(iii)after paragraph (b) there were inserted “, and
(c)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.”.

The Tribunal now has to decide if it is reasonable to grant the eviction order.

The Tribunal were of the view in this case that the level of the arrears, and the fact that the Respondent had made no contact with the letting agent despite the Notice to leave being served, the letter of 12th January 2022 being sent and the letting agent visiting the property made it reasonable to grant the order.

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.

Alison Kelly

Legal Member/Chair

10 June 2022

Date