



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/24/5843

Re: Property at 1/3 341 Clepington Road, Dundee, DD3 8BA (“the Property”)

Parties:

Mr James Symons, 1 Cameron Street, Dunfermline, KY12 8DP (“the Applicant”)

Mr Nicholas Shepherd, 1/3 341 Clepington Road, Dundee, DD3 8BA (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member), Ahsan Khan (Ordinary Member) and Hilary MacAndrew (Legal Member [Observer])

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that -

Decision

- 1.1 At the Hearing, which took place at Dundee Carers Centre, Seagate House, 132-134 Seagate, Dundee on 16 March 2026, the Applicant was not in attendance but was represented by Mr Ritchie McNeill of MML Law, Solicitors, Dundee. The Respondent was in attendance and was represented by Mr Robert Gibson of Dundee Law Centre.
- 1.2 Prior to the Hearing, by email dated 9 March 2026, the Applicant’s representative lodged an Inventory of Productions and a List of Witnesses for the Applicant.
- 1.3 Prior to the Hearing and by email dated 27 February 2026, the Respondent’s representative lodged written submissions together with an Inventory of Productions for the Respondent.

Background

- 2.1 A CMD had previously taken place on 30 October 2025. That CMD was adjourned to the Hearing to allow disputed issues identified between the parties to be determined by the Tribunal.
- 2.2 The Notes of the CMD record that the issues to be considered at the Hearing were:-
 - i. Has the Respondent engaged in relevant anti-social behaviour by behaving in an anti-social manner towards another person?
 - ii. The level of outstanding arrears and any steps being taken to ensure full payment of rent and reduce the arrears.
 - iii. Is it reasonable to grant an eviction order?

The Hearing

- 3.1 At the outset of the Hearing the Tribunal asked the Applicant's representative to clarify the rent arrears balance due as at that date.

Mr McNeill for the Applicant confirmed the arrears to be £673.73 but accepted that a Universal Credit payment for £400 and a Discretionary Housing benefit payment of £23 had still to be received for March 2026 which would reduce the balance due to £250.73.

Mr Gibson for the Respondent referred to there being possible missing entries in the Rent Statement having regard to the terms of the letter from Dundee City Council Benefit Delivery Team dated 14 January 2026.

- 3.2 The Tribunal also reminded the parties of the precise wording of Ground 14 of Schedule 3 of the 2016 Act which states –

"14 Anti-social behaviour

- (1) It is an eviction ground that the tenant has engaged in relevant anti-social behaviour.*
- (2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if—*
 - (a) the tenant has behaved in an anti-social manner in relation to another person,*
 - (b) the anti-social behaviour is relevant anti-social behaviour,*
 - (ba) the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact, and*
 - (c) either—*
 - (i) the application for an eviction order that is before the Tribunal was made within 12 months of the anti-social behaviour occurring, or*
 - (ii) the Tribunal is satisfied that the landlord has a reasonable excuse for not making the application within that period.*
- (3) For the purposes of this paragraph, a person is to be regarded as behaving in an anti-social manner in relation to another person by—*
 - (a) doing something which causes or is likely to cause the other person alarm, distress, nuisance or annoyance,*
 - (b) pursuing in relation to the other person a course of conduct which—*
 - (i) causes or is likely to cause the other person alarm, distress, nuisance or annoyance, or*
 - (ii) amounts to harassment of the other person.*
- (4) In sub-paragraph (3)—*

"conduct" includes speech,

"course of conduct" means conduct on two or more occasions,

"harassment" is to be construed in accordance with section 8 of the Protection from Harassment Act 1997.
- (5) Anti-social behaviour is relevant anti-social behaviour for the purpose of sub-paragraph (2)(b) if the Tribunal is satisfied that it is reasonable to issue an eviction order as a consequence of it, given the nature of the anti-social behaviour and—*
 - (a) who it was in relation to, or*
 - (b) where it occurred.*
- (6) In a case where two or more persons jointly are the tenant under a tenancy, the reference in sub-paragraph (2) to the tenant is to any one of those persons."*

Accordingly, the Tribunal intimated that it would only be considering instances of alleged anti-social behaviour within 12 months prior to the application for eviction being lodged on 19 December 2024.

The Tribunal also noted that the only witness for the Applicant, Ms Carla Ritchie, could only speak to calls made to her by third parties about alleged antisocial behaviour by the Respondent, none of the third parties themselves being cited to attend to give primary evidence as to the alleged conduct itself. Mr McNeill acknowledged that to be the case.

- 3.2 The Tribunal thereafter heard evidence from Ms Carla Ritchie and from the Respondent.

Evidence of Ms Carla Ritchie, 50 Dudhope Crescent Road, Dundee, DD1 5RR

3.3 In response to questions from Mr McNeill Ms Ritchie stated:-

- i. She has worked at Burnside Properties for approximately 21 years.
- ii. She is an administrative assistant. Her duties include every aspect of a letting agent including administration and viewings.
- iii. The owner of the Property is the Applicant. He is a client of Burnside Properties.
- iv. The Applicant has 15 or 16 properties under Ms Ritchie's management.
- v. If an eviction order is not granted this will impact the Applicant's ability to carry out repairs to the Property. He would like to do a complete renovation.
- vi. She is not sure of any financial impact on the Applicant.
- vii. The Notice to Leave was issued to the Respondent due to ongoing antisocial behaviour and non-payment of full rent over so many years. There had been so many complaints. The Respondent had stayed at the Property for around 10 years.
- viii. The arrears balance due as at the Hearing was £673.73.
- ix. Asked what progress there had been to pay the rent arrears Ms Ritchie stated that there had been several direct payments by the Respondent but the majority had been by Dundee City Council - either Universal Credit or Discretionary Housing Payments. The Respondent had made seven payments of £12.50 but had missed two such payments, most recently on 10 March 2026. Discretionary Housing Payments would cease at the end of March 2026.
- x. Ms Ritchie had written to the Respondent when rent arrears had accumulated.
- xi. With regard to Production 2 of the Applicant's Inventory of Productions Ms Ritchie said the details therein had been extracted from notes on the computer system regarding complaints and damage to the front entrance door. The most consistent complaint had been from the ground floor neighbour who admitted not calling Ms Ritchie on every occasion. The neighbour would often be disturbed in the middle of the night with the Respondent banging on his window to gain access and knocking on the door.
- xii. Asked about any conversation with Struan Baptie, Ms Ritchie stated that she's had many conversations about various leaks going into his property below and to discuss repairs to the secure entry.
- xiii. The Property is on the first floor.
- xiv. Ms Ritchie said there were other instances of behaviour not recorded due to neighbours not calling them in.
- xv. With regard to Production 3 Ms Ritchie said this was her attempt to log calls from Facebook showing the various dates and times when she received images from the Respondent. The last two entries are missed calls from the

- Respondent outwith office hours. Ms Ritchie said she has no personal relationship with the Respondent, he is a tenant of Burnside Properties. She has no social relationship with him and is not friends with him on Facebook. She said no other tenants contact her in that way.
- xvi. Asked how she felt about the calls, she said she felt uneasy when the Respondent called at 02:21 in the middle of the night when she was asleep. She did not answer.
 - xvii. Asked if such calls were sporadic she said that they shouldn't be happening at all. The calls are to her personal mobile accessed using Facebook Messenger. Her Facebook profile is private.
 - xviii. Asked about the Respondent's demeanour when he contacts the office Ms Ritchie said that he can be polite and easy to talk to. However at other times he is abusive, shouting, screaming and hanging up. The last abusive call was towards the end of last year when trying to arrange an inspection. He called back to apologise afterwards.
 - xix. With regard to page 126 of the case papers, Ms Ritchie said this was a timeline of antisocial behaviour. She said she would have tried calling the Respondent but he does change his mobile often. She would write out if she could not get him on the telephone.

Under cross examination from Mr Gibson, Ms Ritchie stated -

- xx. She had put the Respondent on notice of the rent arrears by sending letters.
- xxi. With regard to the rent account, Mr Gibson referred to a lump sum payment of £395.03 stated to be paid by Dundee City Council in their letter of 14 January 2026 to the Respondent (Production 1/1 of the Respondent's Inventory of Productions). Ms Ritchie noted that she recorded that payment as £326.03 being the amount received despite what is stated in the Council's letter and that she would use the figure that was paid into the bank account.
- xxii. Mr Gibson asked if Ms Ritchie had dealt with the application for eviction to which Ms Ritchie said yes and she was asked why no evidence had been lodged. She said that the extent of the damage to the Property is not apparent until inspections are done.
- xxiii. On being referred to page 123 of the case papers, Ms Ritchie accepted that she had not included evidence of antisocial behaviour in the initial application. It was only after the CMD that she was asked to do so.
- xxiv. With regard to Production 2 of the Applicant's Inventory of Productions Ms Ritchie was asked whether this timeline comprised all complaints received within the office during that period. She said that may not be all the complaints but the majority had been logged.
- xxv. Mr Gibson asked Ms Ritchie about the other instances of antisocial behaviour referred to on page 126 of the case papers which had not been included in the Production 2 timeline. She said these complaints had also been logged to the office.
- xxvi. Asked about the identical wording between complaints logged in April 2022 and April 2024, Ms Ritchie said these were separate incidents but she would always record her notes by starting with the same description. She disputed any suggestion that the timeline was inaccurate.
- xxvii. Asked whether the allegations had been reported to the Police, Ms Ritchie said she had not done so nor had Burnside Properties. She said neighbours may have reported but she was unaware of that. She believed the theft of a motorbike had been reported.

- xxviii. Ms Ritchie accepted that there is no antisocial behaviour order in place insofar as she is aware.
- xxix. She was asked how missed calls could be considered antisocial behaviour and stated that she should not be called in the middle of the night and the Respondent's reasons for doing so have never been explained. She had blocked him.
- xxx. Asked whether the Applicant had applied for a payment order against the Respondent Ms Ritchie said that the rent was undervalued and in the current circumstances could not be increased.
- xxxi. Asked by the Tribunal if she had sent letters regarding the rent arrears Ms Ritchie said these could be provided.
- xxxii. Asked by the Tribunal if the neighbour had been asked to attend the Hearing Ms Ritchie said she had tried calling him without success. She had spoken to him after the CMD and he said he was content to be a witness. She said she thought the Hearing was likely to take place in February and he was willing to provide a witness statement.
- xxxiii. Ms Ritchie said that over the Respondent's 10 year period of occupation of the Property the problems had escalated.
- xxxiv. The local housing rate for a one bedroom property is £400. The minimum rent for that property should be £450.

Under re-examination by Mr McNeill -

- xxxv. Ms Ritchie was asked if she used a standard wording for complaints and Ms Ritchie agreed that she would use a similar wording for similar complaints.

There were no other witnesses for the Applicant.

Evidence of the Respondent, not employed

- 3.4 In response to questions from Mr Gibson, the Respondent stated –
- i. He has lived at the Property since July 2015.
 - ii. The Property is a one-bedroom flat. There are 11 flats in the block.
 - iii. Asked how the rent arrears had arisen, the Respondent stated that he was not aware that the rent had gone up and the arrears kept building. He received one letter last year but never did anything about it until the last few months. He had never been behind with rent before that.
 - iv. Asked about any health conditions, the Respondent said that he had alcohol and drug addictions. He has been attending AA since he was 32 years old. He had lost his way and this was somewhere to go to share experiences. He needed to get back on his feet.
 - v. The Respondent said he is now paying £12.50 per fortnight. Asked why he had missed a couple of payments, the Respondent said he was not sure. The payments of £12.50 every two weeks were towards the back rent.
 - vi. Asked about any antisocial behaviour, the Respondent said he had pushed the front door 3 or 4 times but had never caused damage. The first occasion was in 2022. He can't remember the other occasions but there were 4 altogether.
 - vii. He had given £40 to "Sev" who lives on the ground floor. The money was for the door and for the garden at the front of the Property. The Respondent apologised to him.
 - viii. Asked about his relationship with staff at Burnside Properties, he said he was a bit cheeky but phoned to apologise and that was accepted. That was in January this year. The call was to do with entry to the Property to take

photographs and to report on the way the Property was being kept. There had been a leak into the Property which had not been painted over. The Respondent said he sorted this out with the neighbour downstairs. The Applicant attended and fixed the toilet. This was in November or December 2025.

- ix. Asked about his relationship with the neighbours, the Respondent said his relationship with "Sev" was fair. They would stand and chat. Another neighbour, David, is Polish. He has lived there for six or seven years and they get on OK. The others in the block all work.
- x. With regard to Production 5/1 of the Applicant's Inventory of Productions, the Respondent said he saw a guy trying to take the moped into the close. He said it was nothing to do with him. He was not questioned by the police.
- xi. Asked about the allegations of loud music playing and the smell of "grass" he said he did not play loud music but had smelled "grass" in the close of the Property.
- xii. Asked about any banging and crashing, the Respondent denied responsibility, noting that the neighbour, who needs to get up early for work, had never complained.
- xiii. Asked about calling Ms Ritchie in the early hours of the morning, the Respondent stated that one of the plugs had blown and the back of the plug had caught fire. He turned off the electrics and put water on the fire. He phoned the next day and reported the fire. He called Ms Ritchie on Messenger to let her know. It was not his intention to bother her.
- xiv. Asked whether he has any caring responsibilities, the Respondent stated that his mother had a knee operation and was on too much medication. She had fallen down the stairs. He has been her home help, doing messages and keeping her company.
- xv. Asked by the Tribunal how he would keep on top of the rent arrears he said that he would make sure there was money in his account to meet payments. He was not aware of having missed a couple of payments. Asked by the Tribunal whether he had applied for Adult Disability Payment as discussed at the CMD, the Respondent said he had not done that. Asked whether he had spoken to Dundee City Council about the discrepancy between the discretionary housing payment in the Council's letter of 14 January 2026 and the amount actually paid, the Respondent said he had not done that.
- xvi. The Tribunal asked whether in the arrears letter the Respondent had been told where to get advice. He said no. He said Mr Gibson's office is helping him.
- xvii. Asked about the impact of an eviction order being granted, the Respondent said he would be homeless. He has not spoken to Dundee City Council about that.

Under cross examination by Mr McNeill -

- xviii. The Respondent was asked why he pushed the front door, the Respondent said he had no fob. He said the front door was sometimes locked but sometimes not. It is fixed now. He said he now keeps the fob on the zip of his jacket.
- xix. Mr McNeill asked the Respondent whether he called the fire brigade about the plug fire. The Respondent said he had not done so. He got the electrician out a month later.
- xx. Referring to page 126 of the case papers the Respondent was asked about consistently forcing entry and causing a nuisance to others. The Respondent said he did not do that.

- xxi. The Respondent was asked what he would do if the Applicant increases the rent. The Respondent said he was not sure - it would depend on the amount of the increase.

There was no re-examination by Mr Gibson.

There were no other witnesses for the Respondent.

Submissions

4.1 The parties' representatives made the following concluding submissions:-

Submissions for the Applicant

4.2 Mr McNeill for the Applicant made the following submissions referring to the three issues identified at the CMD for consideration at the Hearing –

- i. With regard to antisocial behaviour there are two elements, namely at the Property itself where the Respondent has damaged the front door and forced entry, and the cause of nuisance to neighbours. He said there is enough evidence of alarm, distress, nuisance or annoyance. The other element is the calls to Ms Ritchie on 29 and 30 January 2025. He called at 2am and admits unacceptable behaviour. This caused nuisance and annoyance and is a course of conduct that constitutes harassment.
- ii. The rent arrears are £673.73. DHP ends at the end of the month and there is ambiguity around maintaining payments going forwards. There is no evidence of what the Respondent might contribute to the arrears. There have been inconsistent payments throughout the tenancy and since the CMD payments have been missed. In that the application is based on rent arrears, the eviction order should be granted.
- iii. On reasonableness, whilst Mr McNeill appreciated that the Respondent is taking steps to address his behaviour the damage has already been done – to the door and to the relationship of landlord and tenant. Considering all the facts of the case, they paint a bleak picture of the Respondent's behaviour and conduct. It is therefore reasonable to grant an eviction order. It is not reasonable to expect other tenants and staff to deal with nuisance and annoyance.

Submissions for Respondent

4.3 Mr Gibson made the following submissions for the Respondent –

- i. It is unreasonable to evict the Respondent. He is well settled and wishes to remain in the Property. An eviction order would disrupt the Respondent's progress and his caring responsibilities.
- ii. With regard to the rent arrears, the Respondent has made progress. He is in receipt of Discretionary Housing payments and is paying the ongoing shortfall. He gives an undertaking to pay the full rent.
- iii. With regard to antisocial behaviour, the only witness is the Applicant's letting agent. The Tribunal does not have the benefit of any evidence from any neighbour. The Respondent accepts he pushed the door on four occasions. He denies the allegations in Struan Baptie's email and there are no witnesses to any of that.
- iv. The Respondent's primary position is that no eviction order should be granted. His secondary position is that if an eviction order is granted there should be a delay in enforcement of one month to give him time to vacate the Property.

The Tribunal adjourned to consider its decision to be issued in writing after the Hearing.

Findings in Fact

- 5.1 The Tribunal made the following findings in fact:-
- i. The Applicant is the heritable proprietor of the Property.
 - ii. The Applicant has approximately 15 other rental properties managed by Burnside Properties.
 - iii. The Property is a one bedroom flat on the first floor within a block of other flats.
 - iv. The Respondent has lived in the Property since approximately July 2015.
 - v. The Applicant and the Respondent entered into a Private Residential Tenancy ("the PRT") relative to the Property that commenced on 1 January 2024.
 - vi. The rent payable by the Respondent to the Applicant per the PRT is £425 per calendar month on the 1st day of each month.
 - vii. On 18 September 2024, the Applicant per its agents served on the Respondent by personal delivery a Notice to Leave requiring the Respondent remove from the Property by 20 October 2024 failing which eviction proceedings may be commenced all on the basis of Grounds 12 and 14 of Schedule 3 of the Private Housing (Tenancies)(Scotland) Act 2016 ("the 2016 Act").
 - viii. As at the date of the Notice to Leave the rent arrears due were stated to be £849.11.
 - ix. As at 16 March 2026 the rent arrears due by the Respondent to the Applicant were £673.73, against which the Applicant was due to receive Universal Credit and Discretionary Housing Payments of £400 and £23 respectively on or before 31 March 2026, reducing the actual arrears due to £250.73.
 - x. In a letter from Dundee City Council Benefit Delivery Team dated 14 January 2026 there is reference to a Discretionary Housing Payment of £395.03 being paid to the Applicant on 19 January 2025, when in fact the actual payment made was £326.03. The difference is unexplained.
 - xi. No further Discretionary Housing Payments will be made after 31 March 2026.
 - xii. There is an ongoing shortfall between the monthly rent due and Universal Credit payments made each month of £25.
 - xiii. Since October 2025 the Respondent has made some payments towards the monthly shortfall but has not consistently paid the shortfall each month.
 - xiv. The Respondent made telephone calls to the personal mobile of Ms Carla Ritchie on 29 January 2025 at 21:49 and on 30 January 2025 at 02:21. Ms Ritchie has no personal or social relationship with the Respondent, and is not friends with him on Facebook. She did not answer the Respondent's calls and thereafter blocked him. The latter call made Ms Ritchie feel uneasy.
 - xv. On or around 19 November 2025 the Respondent called the office of the Applicant's agents, Burnside Properties, and was abusive to staff. The Respondent subsequently called back and apologised for his conduct.
 - xvi. There is no antisocial behaviour order in existence relative to the Respondent.
 - xvii. The Applicant, per its agents, has served on Dundee City Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.

Reasons for Decision

- 6.1 The Application proceeds upon Grounds 12 and 14 of Schedule 3 of the 2016 Act.
- 6.2 Ground 12 states –

"12 Rent arrears

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

Ground 14 is set out at paragraph 3.2 above.

- 6.3 The Tribunal considered the evidence of Ms Carla Ritchie to be both credible and reliable and the onus of proof rested with the Applicant to satisfy the Tribunal on the balance of probabilities that one or other or both of Grounds 12 and 14 were established.
- 6.4 Turning to each of the three issues for consideration at the Hearing –
 - i. *Has the Respondent engaged in relevant anti-social behaviour by behaving in an anti-social manner towards another person?*

The Applicant did not discharge the onus of proof on him relative to incidents said to have taken place at the Property no earlier than 12 months prior to the application being lodged, being those incidents narrated on Page 126 of the case papers.

Whilst Ms Ritchie gave evidence of complaints received from neighbours and recorded by her, that is not good enough. The best evidence of alleged incidents of antisocial behaviour at the Property are from witnesses thereto. Their evidence needed to be heard and tested under cross-examination. The

credibility and reliability of such witnesses needed to be assessed. There were no such witnesses at the Hearing. The Respondent accepted only pushing the front entrance door, nothing more.

With regard to calls made by the Respondent, there were no such calls within the period of 12 months prior to the application being lodged. The only calls for consideration by the Tribunal were those in January and November 2025 which post-dated the application being lodged. Ms Ritchie referred generally to other abusive calls but no dates or details were provided. Ms Ritchie did not give evidence of the call on 29 January 2025 at 21:49 having any effect at all. She said she felt uneasy when the Respondent called at 02:21 on 30 January 2025 in the middle of the night when she was asleep. She did not answer the call. Ms Ritchie said the Respondent called back to apologise for the November 2025 call which accorded with the Respondent's own evidence. He said he had been a bit cheeky. There was no evidence of the effect of the Respondent's call on Ms Ritchie or other members of staff.

In terms of Ground 14 a person is to be regarded as behaving in an anti-social manner in relation to another person by (a) doing something which causes or is likely to cause the other person alarm, distress, nuisance or annoyance, or (b) pursuing in relation to the other person a course of conduct which causes or is likely to cause the other person alarm, distress, nuisance or annoyance, or amounts to harassment of the other person.

Evidence of "alarm, distress, nuisance or annoyance" is scant. Ms Ritchie's unease at the 30 January 2025 call in the middle of the night is the high point of the evidence heard. The Tribunal was not persuaded the definition of antisocial behaviour had been reached.

ii. The level of outstanding arrears and any steps being taken to ensure full payment of rent and reduce the arrears.

At the outset of the Hearing, Mr McNeill for the Applicant stated the rent arrears to be £673.73 but accepted that a Universal Credit payment of £400 and a Discretionary Housing benefit payment of £23 had still to be received for March 2026 which would reduce the balance due to £250.73.

In his cross examination of Ms Ritchie Mr Gibson for the Respondent referred to a lump sum payment of £395.03 referenced by Dundee City Council in their letter of 14 January 2026 to the Respondent (Production 1/1 of the Respondent's Inventory of Productions). Ms Ritchie said she recorded that payment as £326.03 being the amount received despite what is stated in the Council's letter. The difference of £69 is unexplained.

In his written submissions for the CMD the Respondent committed to paying the monthly shortfall of £25 between the rent due and the Universal Credit paid. The CMD Notes of 30 October 2025 also record that commitment. The Rent Statement produced (Production 1/1 of the Applicant's Inventory of Productions) shows the Respondent to have already defaulted in that commitment. He said he wasn't aware of missed payments, which was not a credible position.

Ms Ritchie was not asked if she had applied for direct payments from the Respondent's Universal Credit to reduce the arrears. That appears not to have been done (in that no such payments are recorded in the Rent Statement) for unknown reasons. Such payments would reduce the arrears balance. The Respondent has also not applied for Adult Disability Payment notwithstanding the terms of his previous written submissions.

The Applicant did not give evidence and therefore the impact of non-payment of the rent on the Applicant could not be identified and assessed. Ms Ritchie's limited evidence on this was not the best evidence and was in any event vague and generic.

The Respondent has been in arrears of rent for more than three consecutive months. The arrears are not wholly or partly a consequence of a delay or failure in the payment of a relevant benefit. Further there is no evidence that the Applicant has complied with the Scottish Government's pre-action protocol communications.

iii. Is it reasonable to grant an eviction order?

The Tribunal determined that it is not reasonable to grant an eviction order.

With regard to Ground 14, the Tribunal did not find antisocial behaviour to have been established based on the evidence heard. Even if Ms Ritchie's unease at the call on 30 January 2025 does amount to antisocial behaviour the Tribunal was not satisfied that it would be reasonable to grant an eviction order on that basis alone.

With regard to Ground 12, the arrears due are very modest. Whilst the value of the arrears is only one consideration, there was no evidence of the impact of non-payment on the Applicant, no evidence of any application for direct payments and no evidence of any pre action protocol letters being sent.

6.5 The Tribunal therefore determined that the application should be refused.

6.6 The Tribunal observes that going forwards the Respondent will require to pay rent in full and take steps to clear the arrears. If he fails to do so, it is almost inevitable that the Applicant will serve a further Notice to Leave.

Decision

The Tribunal refuses the application.

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.

Gillian Buchanan

16 March 2026

Legal Member/Chair

Date