



Case Management Discussion Note of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 24 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) in respect of an application under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the Act”) and Rule 109 of the Rules.

Chamber Ref: FTS/HPC/EV/25/2337

Re: Property at 2/1 1 Templeton Court, Glasgow, G40 1EF (“the Property”)

Parties:

Ms Yue Wang, 2/1 1 Templeton Court, Glasgow, G40 1EF (“the Applicant”) per her representatives, Dial – a Home, 312 Duke Street Glasgow G31 1QZ (“the Applicant’s Representatives”)

Mrs Kvestan Hussain Mahmod, 2/1 1 Templeton Court, Glasgow, G40 1EF (“the Respondent”)

Tribunal Members:

Karen Moore (Legal Member) and Melanie Booth (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the statutory procedure having been carried out and the Ground being evidenced, it is reasonable to grant the Order sought and so the Tribunal granted the Order.

Background

1. By application dated 2 June 2025 (“the Application”), the Applicant’s Representatives applied to the Tribunal on her behalf for an Order for eviction based on Ground 12 of Schedule 3 to the Act, that the tenant has been in rent arrears for three or more consecutive months.
2. The Application comprised the following:
 - i) copy private residential tenancy agreement between the Parties and an entry date of 19 April 2024 and at an initial rent of £1,350.00 per month;
 - ii) copy Notice to Leave in terms of Ground 12 of Schedule 3 to the Act dated 30 April 2025 with proof of issue;
 - iii) copy Notice under Section 11 of the Homelessness Etc (Scotland) Act 2003 to Glasgow City Council being the relevant local authority;
 - iv) copy statement of rent due and owing amounting to £2,901.10 as at June 2025;
 - v) copy rent increase notice increasing rent to £1,400.00 per month from 19 April 2025.

First CMD

3. The Application was accepted by the Tribunal Chamber and a Case Management Discussion (“CMD”) was held on 30 January 2026 at 14.00 by telephone conference. At that CMD, the Applicant was not present and was represented by Ms. Ague of the Applicant’s Representatives. The Respondent was not present and was represented by Ms. Moon of Govan Law Centre, the Respondent’s then solicitors.
4. As the Application was opposed on the grounds of reasonableness, the Tribunal adjourned the CMD to a Hearing and issued the following Direction in respect of evidence to be lodged ahead of the Hearing:

“The Applicant is required to provide:

1. *A rent statement for the duration of the tenancy from 19 April 2024, being the entry date.*

The rent statement should be set out in a tabular format showing the date on which rent fell due, the amount of rent due, the amount of rent paid, the

method of payment, the date on which rent was paid and the running balance, e.g:

<i>.Date due</i>	<i>Amount due</i>	<i>Date paid</i>	<i>Amount paid</i>	<i>Payment method</i>	<i>Running balance</i>
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2. *Evidence of all payment plans and proposals entered into between the Parties and the outcome of these;*
3. *Evidence of compliance with the pre-action protocol;*
4. *Evidence of any mortgages secured on the Property;*
5. *Evidence of the Applicant's personal circumstances and the impact which not obtaining an Order might have on her and*
6. *Any other matters to which the Applicant considers the Tribunal should have regard in reaching a decision on whether or not it is reasonable to grant the Order in respect of the facts of Ground12.*

The Respondent is required to provide:

7. *Evidence of any payments of rent made by her and not accounted for by the Applicant in the Application;*
 8. *Evidence of any unpaid or delayed relevant benefits payments to which the Respondent is or may be entitled in respect of the rent due and owing;*
 9. *A written submission setting out the Respondent's position in respect of the reasonableness test;*
 10. *Evidence in support of her personal circumstances and those of the members of his family who reside with her at the Property;*
 11. *Evidence of the impact which granting the Order will have on her and those of the members of his family who reside with him at the Property;*
 12. *Any other matters to which the Respondent considers the Tribunal should have regard in reaching a decision on whether or not it is reasonable to grant the Order in respect of the facts of Ground12.*
5. The Applicant's Representatives complied with the Direction. The Respondent's then solicitors submitted a statement accepting the extent of the rent arrears and outlining the Respondent's position in respect of reasonableness. The statement explained that the rent arrears had accrued following a severe assault on the Respondent's husband, that she was seeking money advice and

confirmed that rent would be paid and that a payment plan would be entered into.

Second CMD

6. Following the first CMD, a Hearing was fixed for 27 February 2026 at 10.00. The Respondent's then solicitors requested that the Hearing be postponed as they stated that there was insufficient time for them to obtain legal aid and prepare for the Hearing. The Applicant's Representatives opposed the postponement. In the circumstances, the Tribunal took the view that the Hearing date should be retained and that a second CMD would be held instead of the Hearing.

7. The second CMD was held on 27 February 2026 at 10.00 by telephone conference call. The Applicant was not present and was represented by Ms. Faulds of the Applicant's Representatives. The Respondent was not present and was represented by Ms. McBride of the Respondent's then solicitors. For the Applicant, Ms. Faulds advised that there had been no contact from the Respondent and that no payments had been made. Ms. Faulds stated that rent arrears had accrued before and not after the violent attack on the Respondent's husband. Ms. McBride for the Respondent advised the Tribunal that the Respondent and her husband met with GEMAP, a money advise service, on 23 February 2026 and that, a second meeting was arranged for 9 March 2026. Ms. McBride advised that the Respondent intended to make a lump sum payment from her husband's Adult Disability Payment towards the arrears. It was accepted on behalf of the Respondent that no payments had been made by her since the first CMD and that the arrears as presented on behalf of the Applicant were accurate. Ms. McBride advised that as the Respondent is in employment, there is no entitlement to housing benefit assistance.

8. The Tribunal adjourned the second CMD to a Hearing on reasonableness to be held on 22 April 2026 at 10.00 by telephone conference call. The Tribunal issued a Direction to the Respondent requiring her to make immediate contact with the Applicant's Representatives to agree a payment plan.

9. At the second CMD, the Tribunal asked the Applicant's Representatives to resubmit the response to the earlier Direction with an inventory and numbered documents. The Applicant's Representatives complied with this request and re-submitted copies of emails and texts sent to the Respondent regarding late or missed payments, a copy of their communication log, a note setting out interaction with the Respondent, an updated rent statement showing £13,401.10 due and owing as at 1 April 2026 with no payments made since July 2025 and an impact statement from the Applicant confirming her pregnancy and the financial impact which the rent arrears have had on her to the extent that she is considering selling the Property.

10. By email dated 12 March 2026 and copied to the Respondent and her husband, the Respondent's then solicitors withdrew from acting on her behalf.

11. By email dated 15 April 2026, the Respondent wrote to the Tribunal *"I have a call on 22/04/26 at 10am regarding the eviction on the property I am currently living in. We are looking to have an extension on the eviction as our lawyer isn't available on this date My partner is also unable to move at this current time due illnesses and mental health conditions."* Attached to the email was a letter from a GP regarding the medical condition of a third party. No consent of the third party was submitted and so the letter was not admitted to the proceedings or copied to the Applicant or her representatives.

12. By email dated 17 April 2026, the Applicant's Representatives strongly opposed any postponement to the Hearing, stating that there had been no contact from the Respondent in respect of a payment plan and no payment of rent. The Applicant's Representatives asserted that the Respondent had been evicted from a previous property and so is familiar with the eviction process and is abusing the process. The email stated that the Respondent has not paid rent and the arrears are increasing. The Applicant's Representatives set out that the Applicant is expecting her first baby in the coming weeks and has been put in an extremely vulnerable position financially.

Hearing

13. The Hearing took place on 22 April 2026 by telephone conference. The Applicant was not present and was represented by Ms. Faulds of the Applicant's Representatives. The Respondent, Mrs. Mahmood, was present and was not represented.
14. At the start of the Hearing, Mrs. Mahmood stated that she did not intend to take part as neither she nor her lawyer were prepared to proceed. In answer to the Tribunal's questions, she stated that her lawyer is Jain, solicitors, and accepted that neither she nor they had contacted the Tribunal to confirm their appointment. The Tribunal, having regard to the Applicant's position in respect of postponing and having regard to the history of the case, including the Respondent's failure to comply with the Directions, took the view that, the Respondent, Mrs. Mahmood had had ample time to prepare for a Hearing and so the Tribunal refused to postpone or adjourn the Hearing. The Tribunal advised Mrs. Mahmood that it was a matter for her whether she took part or not.

Applicant's Evidence.

15. For the Applicant and with reference to the documents lodged, Ms. Faulds advised that the Applicant, Ms. Wang's, position is as stated at the CMDs: that no rent has been paid since mid-2025 and the arrears stand at £13,401.10. She stated that there had been a consistent pattern of non-payment from the start of the tenancy and promises of payment plans had not been fulfilled, with neither payments nor contact from the Respondent since the Application was lodged. Ms. Faulds stated that the Respondent had not made contact to discuss a payment plan as required by the second Direction.
16. With regard to Ms. Wang's personal circumstances, Ms. Faulds confirmed that she is due to give birth shortly and that the non-payment of rent is causing great stress and hardship as the running costs of the Property are in excess of £300.00 per month. Ms. Faulds repeated that the rent arrears began accruing before the attack on the Respondent's husband and stated that, since the

Application was lodged, the Applicant's Representatives had become aware that the Respondent has been evicted previously in similar circumstances.

17. Although the Respondent, Mrs. Mahmud, had indicated that she would not take part in the Hearing, when asked by the Tribunal if she had any questions for Ms. Faulds, Mrs. Mahmud asked that she be given another opportunity to make a payment plan and promised that she would pay the monthly rent. Ms. Faulds did not accept that offer.

Respondent's Evidence.

18. Again, although the Respondent, Mrs. Mahmud, had indicated that she would not take part in the Hearing, when asked by the Tribunal if she wanted to speak, Mrs. Mahmud repeated that she wished to be given another opportunity to make a payment plan and undertook to pay the monthly rent. In answer to questions from the Tribunal, Mrs. Mahmud stated that she had not tried to secure alternative accommodation and had not been in touch with the local authority to make an application for housing. She stated that she had not taken any debt or money advice. Mrs. Mahmud denied that she had been evicted previously in similar circumstances.

Findings in Fact

19. From all of the information before it, the Tribunal made the following findings in fact: -

- i) There is a private residential tenancy of the Property between the Parties with an entry date of 19 April 2024 and an initial rent of £1,350.00 per month;
- ii) The current monthly rent is £1,400.00;
- iii) The Respondent has failed to pay the full amount of rent throughout the duration of the tenancy and rent arrears have accrued since June 2024;
- iv) The Respondent has paid no rent since July 2025 and £13,401.10 is currently due and owing;
- v) The Respondent has failed to adhere to payment plans to address the arrears situation;

- vi) The Respondent has failed to honour undertakings given by her to make payment of the monthly rent;
- vii) The Applicant has suffered significant financial loss due to the Respondent's non-payment of rent;
- viii) The Respondent is in employment and is not entitled to housing benefit;
- ix) The Respondent resides in the Property with her husband who is in ill-health and with her two adult children.

Issue for the Tribunal

20. The issue for the Tribunal was to determine whether or not to grant the Order sought in respect of Ground 12 which states: *“(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.”*

Decision and Reasons for Decision

21. As the Tribunal was satisfied that the Ground was met and the statutory procedure followed, the issue for the Tribunal was to determine if it is reasonable to grant the Order.

22. With regard to whether the Respondent's being in arrears of rent is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, the Tribunal noted that the Respondent is not entitled to housing benefit and so was satisfied that this aspect of the decision making did not apply.

23. With regard to the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers in regulations, the Tribunal noted

that the Applicant's Agents had corresponded by email and text with the Respondent and her husband in compliance with these regulations.

24. The Tribunal then had regard to the circumstances of the Parties.

25. The Tribunal must establish, consider and properly weigh the "whole of the circumstances in which the application is made" (Barclay v Hannah 1947 S.C. 245 at 249 per Lord Moncrieff) when deciding whether it is reasonable to grant an order for possession.

26. The Tribunal then looked to balance the rights and interests of both parties.

27. The Tribunal had regard to the fact that the Respondent has a poor record of payment, has failed to adhere to payment plans and has failed to pay any rent in almost a year. The Tribunal took account of the Respondent's failure to comply with the Directions issued by the Tribunal, and, contrary to the assurances given by her then solicitors, failed to make payments as promised. The Tribunal took into account the level of arrears being £13,401.10 and the extent of the negative financial impact which the Respondent's actions have had and are having on the Applicant. The Tribunal took the view the level of rent arrears and pattern of non-payment is not tenable for either Party.

28. The Tribunal considered the Respondent's request that she be given a further opportunity to reach a payment agreement with the Applicant had her promise to pay the monthly rent. From the Respondent's lack of compliance with the Tribunal's Directions, together with her abject failure to make any payments whatsoever since the first CMD on 30 January 2026, in contradiction of the undertaking given by her then solicitors, the Tribunal had no confidence that the Respondent intended to honour these undertakings. The Tribunal's view was that the Respondent was making empty promises with the sole intention of delaying the inevitable grant of an eviction order and, accordingly, she was abusing the tribunal process.

29. With regard to alternative accommodation, the Tribunal had regard to the fact that, if evicted and made homeless, the Respondent, if she chose to contact her local authority, would have protection in terms of Part II of the Housing (Scotland) Act 1987 and so would be able to access advice and assistance on homelessness.

30. Accordingly, the Tribunal was satisfied that it is reasonable to issue an eviction order.

31. This decision is 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.

K. Moore

Legal Member/Chair

22 April 2026

Date