



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/25/3796

Re: Property at 52 Merryton Avenue, Glasgow, G46 6DX (“the Property”)

Parties:

Mr Amjid Hussain, 105 Urrdale Road, Glasgow, G41 5DG (“the Applicant”)

Mrs Ayesha Shah, 52 Merryton Avenue, Glasgow, G46 6DX (“the Respondent”)

Tribunal Members:

Sarah O'Neill (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for recovery of possession should be granted in favour of the Applicant against the Respondent.

1. An application was received on 3 September 2025 from the Applicant under Rule 109 of Schedule 1 to the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (‘the 2017 rules’) seeking recovery of the property under Ground 12 (rent arrears) as set out in Schedule 3 of the 2016 Act.
2. Attached to the application form were:
 - (i) Copy private residential tenancy agreement between the parties, which commenced on 1 May 2025.
 - (ii) Copy Notice to Leave dated 5 August 2025 citing ground 12, and stating the date before which proceedings could not be raised to be 3 September 2025.
 - (iii) Photograph date stamped 5 August 2025 regarding service of the Notice to Leave.

- (iv) Copy handwritten rent statement showing the Respondent's outstanding rent arrears to be £8600 as at 3 September 2025.
 - (v) Copy notice to East Renfrewshire Council under section 11 of the Homelessness etc. (Scotland) Act 2003, together with (undated) covering email.
 - (vi) Pre-action requirements letter to the Respondent from the Applicant dated 24 July 2025.
3. On 4 August 2025, the Applicant also made an application (reference no: FTS/HPC/CV/25/3324) under Rule 111 of the 2017 rules seeking an order for payment in respect of rent arrears which were alleged to be due by the Respondent to the Applicant. The two applications were conjoined by the tribunal and heard together.
 4. Following a request from the tribunal administration, further information was received from the Applicant on 30 September 2025. The Applicant confirmed that he had personally served the Notice to Leave on the Respondent on 5 August 2025, and that the rent arrears shown on the rent statement should in fact be £8600.
 5. The application was accepted on 30 October 2025.
 6. Further submissions were received from the Applicant on 25 December 2025 and 8 January 2026.
 7. Notice of the case management discussion (CMD) scheduled for 28 April 2026, together with the application papers and guidance notes, was served on the Respondent by sheriff officer on behalf of the Tribunal on 10 March 2026. The Respondent was invited to submit written representations by 28 March 2026.
 8. The tribunal made a direction on 1 April 2026, directing the Applicant to submit further information, including an up to date rent statement. A response was received from the Applicant on 14 April 2026. Due to an administrative error, this was not sent to either the tribunal or the Respondent until 25 April 2026.
 9. An email was received from the Respondent on 8 April 2026, asking for further time to submit written representations. No further written representations were received by the tribunal from the Respondent prior to the CMD.

The case management discussion

10. A CMD was held by teleconference call on 28 April 2026 to consider both the present application and the conjoined civil proceedings application. The

Applicant was present and represented himself. The Respondent was also present and represented herself.

Preliminary issues

11. The tribunal noted that the Applicant's response of 14 April to its direction of 1 April had not been sent to the Respondent until 25 April. The Respondent confirmed that she had received and read this. She also said that she had sent further submissions to the tribunal on 15 and 19 April 2026. These did not appear to have been received by the tribunal, and on searching through the tribunal's email systems, the tribunal clerk was unable to locate these.
12. The clerk did, however, locate a further email submission from the Respondent which had been received on 25 April. This had not been sent to either the tribunal or the Applicant in advance of the CMD.
13. The Respondent said that she was unable to forward on her emails of 15 and 19 April during the CMD as she currently had no internet and was awaiting a visit from her internet provider to address this. She briefly outlined what was contained in these emails.
14. The tribunal adjourned briefly following the parties initial submissions, to allow the tribunal and the Applicant to read the Respondent's email of 25 April 2026, and to allow the tribunal to consider what further process, if any, was needed.

Submissions by the Applicant

15. The Applicant asked the tribunal to grant an eviction order against the Respondent. He said that the Respondent had moved into the property on 1 May 2025 and paid the first month's rent. She had promised to pay him a tenancy deposit, but had not done so. She had not paid the rent in June 2025, but had told him that she was on Universal Credit and that they would pay the rent to him directly. He had received no rent in June, however, or in July. He had then spoken to Universal Credit, and they had told him that the money had been paid directly to the Respondent and he should get it from her.
16. He had then applied to Universal Credit for a "safeguard payment" and they had paid him the sum of £1800 in both August and September 2025. This left a shortfall of £800 during those months, which the Respondent had refused to pay, because she said the property was not worth the rent charged. He had then received no rent from either the Respondent or from Universal Credit for the months from October-December 2025. He had been told by Universal Credit that the Respondent's claim had been stopped, and that he should speak to the Respondent.

17. He had then received two further payments from Universal Credit of £1862.61 in January and February 2026, which included £62.61 towards the rent arrears. He spoke to someone at Universal Credit in March, who said they were unable to help him. He had then received a payment of £970 from Universal Credit the previous week in respect of April's rent. He had been told that the Respondent was now working, and the amount of her Universal Credit housing payments had therefore gone down.
18. The Applicant said that the issues with the Respondent's rent, and the continued efforts which he had to make to contact Universal Credit, were affecting his mental health, as well as having a significant financial impact on him. The only money which the Respondent herself had ever paid to him was the original £2600 for the first month's rent. She had been receiving housing costs from Universal Credit but had not paid the rent to him. She kept changing her Universal Credit claims, and he did not know why. Even when Universal Credit did pay towards her rent, there was always a shortfall. The Respondent had never made any effort to pay this shortfall. It was clear that she was unable to afford the monthly rent which she had agreed to pay in terms of the tenancy agreement.
19. While he was content for the civil proceedings application to go to a hearing, as the Respondent clearly disputed the level of rent arrears that was due, he asked to the Tribunal to grant an eviction order. These issues had now been going on for almost a year. The Respondent had said in July 2025 that she intended to leave because she did not think the property was worth the rent. She had said the same in August 2025, but the Applicant did not believe that she ever intended to leave.
20. The Applicant confirmed that he had other rental properties, but declined to say how many he owns in total. He is not in employment at present.

Submissions by the Respondent

21. The Respondent said that she had paid the rent and a tenancy deposit to the Applicant at the start of her tenancy. She did not agree that she owed the Applicant over £21000 as he claimed. She initially said that Universal Credit had paid the Applicant her rent for 8 months. She said that she owed rent for the months of August and September 2025 and March 2026. She had sent evidence from Universal Credit with her emails of 15 and 19 April which had gone astray. She then said that she had a rent book and that she had paid the Applicant every week in cash. She alleged that he preferred to have the rent paid in cash for tax reasons, and said that she could provide proof of these cash payments.

22. She said that she would like to 'prove herself' and that what the Applicant had said was not correct. She referred to an upcoming "court hearing' on 9 July which related to her Universal Credit, because her claim had been closed. She said that she could provide screenshots from Universal Credit saying that they would pay the Applicant directly in March and April 2026.
23. She also said that there had been issues with a lack of hot water and heating in the property. Every time she contacted the Applicant about this, he did not respond.
24. She told the Tribunal that she lives in the property with her husband and her five children, who are between 5-16 years old. While she had indicated in her email of 8 April 2026 that she had been experiencing health issues, she now had no such issues. None of her children have any health issues.
25. She said that she intended to leave the property and did not wish to stay there. She was looking at other properties and would leave within 4 weeks. She had also been in touch with the council and had an appointment with them in a few days' time.

Further submissions by the parties

26. The Applicant said that he could produce bank statements to show that the rent had been paid into his bank account. He said that had the Respondent paid in cash, the tenancy agreement stated that he would have to provide her with receipts. He asked where these were. He said that he had received no money from Universal Credit in March 2026, as shown on the updated rent statement.
27. He denied that he had failed to carry out repairs as alleged by the Respondent. If any repairs were required, he would carry them out. The boiler was under warranty and he had explained to the Respondent several times that she needed to contact the company directly to get repairs done. He could not do it himself as this would invalidate the warranty. He also said that the neighbours were complaining about how the Respondent was maintaining the exterior of the house.
28. Following the adjournment, the Respondent said that she accepted that she had been in rent arrears for three or more consecutive months. She also said that she had in fact found another private rented property. She had put down a deposit on this property, and it would be ready to move into in four weeks' time. Her new tenancy was due to start on 23 May and she would leave the property by then. There was accordingly no need for an eviction order.

29. Having heard this, the Applicant again asked the tribunal to make an eviction order to give him certainty and ensure that the process was legal. The Respondent then confirmed more than once that she did not oppose an eviction order being granted.

Findings in fact

30. The Tribunal made the following findings in fact:

- The Applicant is the owner and registered landlord of the property.
- The parties entered into a private residential tenancy agreement which commenced on 1 May 2025.
- The rent payable under the tenancy agreement was £2600 per calendar month, payable in advance on the 1st day of each month.
- The Notice to Leave was validly served on the Respondent by personal service on 5 August 2025.
- The Applicant sent a valid notice to East Renfrewshire Council under section 11 of the Homelessness etc. (Scotland) Act 2003 prior to submitting the application.
- The Respondent had been in rent arrears for more than three consecutive months as at the date of the CMD.
- The Applicant has complied with the pre-action requirements.
- The Applicant owns other rental properties.
- The Respondent's being in arrears of rent over the period in question is not wholly or partly a consequence of a delay or failure in the payment of a relevant benefit.
- The updated rent statement produced by the Applicant showed that the Respondent owed the Applicant £21275 in rent arrears as at the date of the CMD.
- The Respondent disputed that she owed this sum.
- The Respondent lives in the property with her husband and her five children.

Reasons for decision

31. Following the adjournment, the tribunal decided to continue the civil proceedings application to a hearing, as the Respondent clearly wished to dispute whether the sum sought was due. It also considered whether the present application should be continued to a hearing.

32. Prior to the adjournment, it was not clear to the tribunal whether the Respondent admitted that she had been in rent arrears for three or more consecutive months, or whether she wished to oppose the eviction application. Following

the adjournment, however, the Respondent accepted that she had been in rent arrears for three or more consecutive months. She also indicated that she secured another property in the area and would be moving in there in four weeks' time. She said that she did not oppose the eviction application. The tribunal checked with her several times that this was her position, and that she did not wish the matter to be continued to a hearing. She confirmed that this was the case.

33. The tribunal considered that in the circumstances, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties.

34. The tribunal considered whether Ground 12 (rent arrears) had been met. Ground 12 states:

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.

35. The tribunal noted from the updated rent statement provided by the Applicant showed that the Respondent had been in rent arrears for more than three consecutive months at the date of the CMD. While the Respondent indicated

that she wished to dispute the sum claimed by the Applicant in respect of the payment order, she accepted that she had been in rent arrears for three or more consecutive months. The Tribunal therefore found that Ground 12 had been met.

Reasonableness

36. The Tribunal then considered whether it was reasonable to issue an eviction order in all the circumstances of the case. In doing so, it took into account all of the evidence before it.
37. The Tribunal noted that the Applicant had sent a pre-action email dated 24 July 2025 to the Respondent prior to making the application. The Applicant had accordingly complied with the pre-action requirements. The Tribunal was also satisfied on the basis of the available information that the arrears were not wholly or partly a consequence of a delay or failure in the payment of a relevant benefit.
32. The tribunal noted that the Applicant does own other rental properties. He told the tribunal that the ongoing situation was having a severe financial impact on him and is affecting his mental health.
32. The tribunal was conscious of the fact that the Respondent has five children living in the property with her. The tribunal noted that, while she disputed the level of rent arrears due, it did appear that the Respondent owed significant arrears. She appeared to be unable to afford the substantial rent on the property, even taking the payments from Universal Credit into account.
- 34..The tribunal gave particular weight to the substantial arrears owed by the Respondent. Regardless of whether the rent is paid directly by the Respondent or via Universal Credit, the Applicant is entitled to receive the agreed rent each month in terms of the tenancy agreement.
33. The tribunal also gave considerable weight to the Respondent's lack of opposition to the application. While the Respondent had said that she would be moving out in a few weeks, it appeared that she had said this before and had not done so.
- 33.The tribunal decided that in light of all the above considerations, it was reasonable in all the circumstances to grant an order for eviction in favour of the Applicant against the Respondent.
34. The Tribunal sought the views of both parties on the possibility of delaying execution of the eviction order in terms of rule 16A of the 2017 rules, in case the Respondent was unable for some reason to move into the new property.
35. The Applicant said that he was opposed to this, pointing out that the Respondent had indicated that she would be moving out in four weeks in any case. The Respondent said that she did not wish to seek additional time. The tribunal did

not therefore delay execution of the order, which will end the tenancy on 29 May 2026 in accordance with the tribunal's standard timescales.

Decision

The Tribunal grants an order in favour of the Applicant against the Respondent for recovery of possession of the property.

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.

Sarah O'Neill

28 April 2026

Legal Member/Chair

Date