



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/EV/25/4467**

**Re: Property at 0/1 67 Bowman Street, Glasgow, G42 8LF (“the Property”)**

**Parties:**

**Southside Lettings ( Scotland) Limited, Southside House, 135 Fifty Pitches Road, Glasgow, G51 4EB (“the Applicant”)**

**Mr Matthew Marquer, 0/1 67 Bowman Street, Glasgow, G42 8LF (“the Respondent”)**

**Tribunal Members:**

**Hilary Macandrew (Legal Member) and Gerard Darroch (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Eviction Order be granted.**

**1) Background**

- 1.1 An Application was made to the Tribunal under Section 51(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules and Procedure 2017 (HPC Rules) which are set out in the schedule to the First-tier Tribunal For Scotland (Housing and Property Chamber) (Procedure) Regulation 2017 as amended. More specifically the Application was made in terms of Rule 109 (Application for an Eviction Order in relation to a Private Residential Tenancy) of the HPC Rules.
- 1.2 The Order sought from the Tribunal was an Eviction Order against the Respondent in respect of the property.

1.3 The Application to the Tribunal was made by Form E and was accepted for determination by the Tribunal on 7 November 2025.

1.4 The documents before the Tribunal were:-

- Private Residential Tenancy Agreement dated 10 October 2019
- Notice to Leave dated 28 July 2025 and Sheriff Officer Confirmation of Service
- Rent Increase Notice dated 20 May 2025 proposing a new rent of £504.36 from 28 August 2025
- Section 11 Notice dated 15<sup>th</sup> October 2025
- Applicants Certificate of Incorporation on change of name and Landlord Registration confirmation from Glasgow City Council
- Letter from Applicant to Respondent confirming change of name
- Pre Action requirement correspondence
- Rental Statement covering the period from 4 August 2020 – 13 October 2025 which stated there were arrears of £4,470.12 as at 13 October 2025.
- Updated Rent Statement dated 8<sup>th</sup> April 2026
- Detailed written Submission by the Respondent contained in an email dated 3<sup>rd</sup> August 2026 with accompanying documentation included
- Detailed written Submission by the Applicant with Inventory of Productions and production bundle

## **2) The Case Management Discussion**

2.1 A CMD took place on 20 April 2026 by tele conference call. The Applicant was not present at the CMD but was represented by Ms Sophie Cargill of Mellicks, Solicitors. The Respondent was present and was represented by his mother Mrs Hazel Marquer. The case was conjoined with the case with reference FTS/HPC/CV/25/4468.

2.2 A decision was made at the CMD for a Payment Order to be made in the sum of £7,796.28 in respect of unpaid rent.

2.3 The Tribunal decided to adjourn the Eviction Order case to be heard at a Hearing primarily in order to allow time for the Respondent to seek legal advice. At the hearing both the Applicant and the Respondent would have the opportunity to provide submissions and evidence as to why (in their submission) it was or was not reasonable on account of the rent arrears to issue an Eviction Order.

## **3) The Hearing**

3.1 The hearing took place by tele conference on 12 August 2026. The Applicant was not personally present but was represented by Ms Katie Young of Mellicks, Solicitors. She called witness Lisa Gillan in support of the Applicant's case. The Respondent personally represented himself. He had no witnesses.

- 3.2 In advance of the hearing the Applicant submitted the detailed Submission in writing together with an Inventory of Documents comprising the following:-
- Copy letters from the Applicant to the Respondent between 2 November 2023 and 11 March 2025 and then 27 April 2026 to 13 May 2026.
  - A copy of the Applicant's diary notes in relation to contact with the Respondent from 31 March 2025 to 15 December 2025.
  - Copy letter from DWP to the Respondent dated 4 June 2025 in relation to backdated payment.
  - Copy rent statement to 13 May 2026.
- 3.3 The Applicant sent an email to the Tribunal dated 3 August 2026 which included a request for an adjournment. The request was subsequently refused in advance of the hearing. The email contained the Respondent's detailed Submission.
- 3.4 Ms Young took Ms Gillan through the Applicant's. Ms Gillan has been a Housing Officer since 2010 and directly engaged in managing the Respondent's tenancy since 2016. She identified the Tenancy Agreement and the formal notification by way of Notice to Leave and the Section 11 Notice to the Local Authority. She spoke to the arrears of rent at the date of the hearing being £9,813.72. She confirmed that no payments had been made by the Respondent since 28<sup>th</sup> November 2024. She talked of significant support being given to the Respondent with which he engaged up until November 2024. She talked of previous arrears being settled by the Respondent in full following on from the meeting. She talked thereafter of arrears accruing almost immediately thereafter and there having been no payment towards the arrears or ongoing rent since 28<sup>th</sup> November 2024. She talked of there having been a notification on the rent verification portal on 3 July 2026 indicating that a rental payment would be made through benefits in respect of the rent. The landlord's name had been given incorrectly. She talked of immediately notifying the Respondent to ask him to correct this. She talked of the Respondent not having responded and according no rent was therefore paid. She talked of the rent arrears being the largest she had ever seen in a mid market rental property. She talked of a colleague offering support in relation to a Universal Credit application and information for support services being given to the Respondent. She talked of the Respondent having disengaged from communicating meaningfully with the Applicant since November 2024.
- 3.5 She talked of the Applicant being able to receive direct payments from Universal Credit but that this would require the cooperation of the Respondent. This was not put in place. She said that the reason for this might have been that the Respondent had been asked for information and had not provided it.
- 3.6 She explained that the failure to pay rent has impacted on the Applicant. The Applicant has reduced funds for carrying out maintenance and repairs to the property itself and also to the development of which the property forms part as a whole. The Applicant has other residential properties which are let on a

commercial basis. The Applicant has bank loans for their properties and they depend on the income from rent to meet the lender's requirements.

- 3.7 The Respondent had the opportunity to cross examine the Applicant. In his cross examination the Respondent accepted that rent had not been paid since November 2024. The Respondent highlighted that around that time unlawful entry was taken to the property in relation to the gas installation. This unlawful entry had a profound effect on him because he felt that personal property and paperwork had been seen by those entering his property unlawfully. The witness stated that entry was necessary in the interests of safety.
- 3.8 The Respondent gave evidence on his own behalf. He indicated that he had not been paying rent since November 2024. He had been angry because of the way he was treated by the Applicant in what he felt was an unlawful entry to the property in November 2024. He said that he was unhappy because the Applicants had withheld a set of keys for the property for two years. He confirmed he had not been engaging with the Applicant stating that the Applicant had been lying to him and he was afraid of the Applicant. He accepted that by not engaging with the Applicant this would impact on the security of his tenancy.
- 3.9 The Respondent was asked if he had a realistic plan for clearing the arrears and for making payment of the rent moving forward. He said that he was going to be seeking compensation from the Applicant through the Sheriff Court and the First-tier Tribunal. He was asked if that was not successful what steps were he to be taking. He said that he had made a claim for disability benefit and had support in making the claim. Once it came in it would be paid directly to the Applicant towards his ongoing rent. He reiterated that he was expecting to receive compensation based on a claim he had not yet made but was intending to make against the Applicant from the Sheriff Court. He said that he had been previously working and receiving an income until he fell ill and lost his job on 23 November 2024. He subsequently claimed and received a lump sum of sickness benefits. He explained that he had a problem with alcohol at the time and he had used the benefits money for himself rather than making any application towards the rent arrears. The Respondent completely agreed with the Tribunal that it was not reasonable for the landlord to expect to continue a tenancy when no rent is being paid. He said he now has a keyworker, doctor and advocates behind him who were helping him apply for benefits. He has no timescale or idea as to whether the application will be successful. He asked the Tribunal to take his mental health into consideration. He described the Applicant as having gaslighted him and that he had felt bullied. He was asked if he had spoken to local authority or any other housing agency in relation to homelessness and he said that he had not. He stated he is currently living at the home of his mother.
- 3.10 Ms Young and Mr Marquer were asked to sum up. Ms Young reiterated the terms of her written submission which set out the legal basis of the application and that the Tribunal had to consider the reasonableness or otherwise of the eviction. She emphasised that the Applicant had made repeated efforts to support the Respondent but the Respondent had failed to engage and

exacerbated the problem by not expediting a benefit application. There had been no rent paid since November 2024 and the position was unsustainable as far as the landlord was concerned. In the circumstances she asked the Tribunal to find that it was reasonable to grant an Eviction Order.

3.11 In summing up the Respondent stated that eviction was discretionary and that the Tribunal has to weigh all circumstances and not apply the grounds mechanically. He asked the Tribunal to consider:-

- Criminal safety breaches by the Applicant
- A breach of National Grid Regulations by the Applicant
- That there had been a deceptive civil entry and trespass by the landlord
- That there had been unlawful withholding of a key and criminal damage
- Safeguarding violations
- Human rights violations under article 8 of the Convention on Human Rights by the Applicant
- That the Applicant had shown bad faith and withheld data which was ongoing
- That he would be able to set off the arrears upon being successfully granted compensation due to the actions of the Applicant

He asked the Tribunal to refuse the Eviction Order

#### **4) Findings in Fact and Law**

4.1 The Applicant and the Respondent entered into a Private Residential Tenancy Agreement in respect of the property which commenced on 10<sup>th</sup> October 2019.

4.2 The monthly rental charge due under the Private Residential Tenancy is currently £504.36 per month.

4.3 The rent arrears due as at the date of the Notice to Leave was £3,355.03.

4.4 The rent arrears due as at the date of the hearing is £9,813.73.

4.5 The Applicant complied with the pre-action requirements

4.6 Ground 12 in Schedule 3 of the 2016 Act has been established

4.7 It is reasonable to grant an order for eviction

#### **5) Issue For The Tribunal**

5.1 The issue for the Tribunal is to determine whether or not to grant the order sought.

5.2 The ground on which the Application proceeds is 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 the 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.”*

5.3 The Tribunal was satisfied that the ground had been met and that the Respondent had been made aware of the consequences of his failure to pay rent.

5.4 Therefore, the statutory ground and procedure being established, the issue for the Tribunal was to determine if it is reasonable to grant the order.

## **6) Decision and Reasons for Decision**

6.1 The Tribunal approached the issue of reasonableness in accordance with the case of *Barclay v Hannah 1943 SC 245* whereby the Tribunal was under a duty to consider the whole facts and circumstances in which the Application was made.

6.2 The Tribunal had regard to the fact that the Respondent has been in arrears previously up to November 2024 when they were cleared in full. He fell immediately into arrears thereafter and no payment of rent has been made since 28<sup>th</sup> November 2024. The arrears have increased significantly. The Tribunal’s view is that the level of arears being £9,813.73 combined with the length of time which arrears have existed leads to it being untenable for the Respondent to continue as a tenant in the Property. The Respondent provided no information which would indicate that he can realistically and timeously clear the rent arrears nor maintain the current rent. The Applicant has provided support to the Landlord in completing a claim for benefits. He has disengaged with them since November 2024. He stated he now has support to make a benefits claim but had no clear evidence of a claim having been properly submitted, considered or decided. The current rental payments are not being made at all. As part of the pre action requirements the Applicant’s agent provided information to the Respondent about independent financial, benefit and housing support services. The Respondent asked the Tribunal to consider various statutory breaches by the Applicant and a human rights breach by the Applicant. He provided no evidence in support of these breaches which could persuade the Tribunal that they were relevant. He asked the Tribunal to consider his mental health and the Applicant’s actions’ effect on his mental health. He produced no relevant information to persuade the Tribunal that this impacted or contributed to his failure to pay rent lawfully due. The Tribunal found that the Applicant is entitled to receive payment of rent and that this

entitlement outweighs the Respondent's right to remain in the Property. Accordingly, the Tribunal was satisfied that it is reasonable to issue an Eviction 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.**

**H Macandrew**

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**Legal Member/Chair**

**20<sup>th</sup> August 2026**

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**Date**