Housing and Property Chamber
First-tier Tribunal for Scotland

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/26/1164

Re: Property at 49, Flat 1/2 Polwarth Street, Hyndland, Glasgow, G12 9TH ("the Property")

Parties:

Mr Li Siang Wong, 18 Carlingwark Street, Castle Douglas, DG7 1DW ("the Applicant")

Miss Cailong Wang, Miss Shivanshi Shukla, 49, Flat 1/2 Polwarth Street, Hyndland, Glasgow, G12 9TH; B/4 162 Hill Street, Glasgow, G3 6US ("the Respondent")

Tribunal Members: Julie McKinlay (Legal Member) and Ann Moore (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the application should be dismissed.

Background

1. The Applicant submitted an application under Rule 109 of the Housing and Property Chamber Procedure Regulations 2017 ("the Rules") for an order for eviction and an application under Rule 111 for an order for payment.

2. A Convenor of the Housing and Property Chamber (HPC) having delegated power for the purpose referred the applications under Rule 9 of the Rules to a case management discussion ("CMD").

3. A CMD was set to take place on 29 October 2026, and appropriate intimation of the hearing was given to all parties. The application for eviction was heard along with the payment application reference: FTS/HPC/CV/26/1172.

The Case Management Discussion

4. The CMD took place by telephone conference call. The Applicant was in attendance and was represented by Miss Craig of Cairn Letting Ltd. The first respondent was in attendance and was represented by Ms Scott of Brown and Co LLP. The second respondent was in attendance and was represented by Mr MacLean of SRC Advice Centre. The Tribunal explained the purpose of the CMD.

5. The Applicant's representative advised the Tribunal that the Applicant sought recovery of possession in respect of ground 12 namely that the Respondents had been in arrears of rent for three or more consecutive months. The Applicant also sought payment of outstanding rent arrears. The sum claimed in the application was £3445.21 although the Applicant's representative advised the Tribunal that the sum had now risen to £11,750. The Applicant's representative had not made an application to the Tribunal to increase the sum claimed prior to the CMD in terms of the Rules and no up to date rent statement was produced.

6. The basis of each of the applications was the lease entered into between the Applicant and the Respondents dated 18 August 2025. The rent due in terms of that lease agreement is £1750 per calendar month.

7. The position of each of the Respondents is that that lease was brought to an end on 30 September 2025 by virtue of notice served by each of the Respondents on Cairn Letting Ltd by emails dated 22 and 24 August 2025.

8. As a matter of fact, the second respondent has never resided in the Property. The second respondent's deposit was returned to her in full by the tenancy

deposit scheme on 25 November 2025. The first respondent remains in the Property.

9. All of the parties' representatives accepted that as a matter of law one tenant could not unilaterally terminate the tenancy agreement. The position of the first and second respondents was that the tenancy agreement was terminated by emails dated 22 August 2025 (from the second respondent) and 24 August 2025 (from the first respondent).

10. While initially appearing to dispute ever having received these emails the position of the Applicant's representative was ultimately that the emails were received by her at Cairn Letting Ltd. However, the Applicant's representative's position was that the effect of the emails was not to bring he tenancy to an end on 30 September 2025. That rather those emails must be read in the context of the other email communications between the parties whereby there required to be a replacement tenant found. The question of the meaning and effect of the email communications is a matter of dispute between the parties.

11. The position of the first respondent in respect of the eviction application is a) that there was no valid notice to leave as there was not three or more consecutive months' rent arrears at the date of service and so the application should be dismissed, or b) that the eviction should not be granted on the grounds of reasonableness or alternatively that the first respondent should be permitted a reasonable time to find alternative accommodation.

12. The position of the second respondent in respect of the eviction application is that the tenancy ended on 30 September 2025 following service of the notice and as the second respondent does not reside in the Property there is no basis for eviction.

Reasons for the Decision

13. It was clear to the Tribunal that there was an issue between the parties as to whether as a matter of fact and law the lease had been terminated by the respondents in September 2025.

14. However, in relation to the eviction application, the Tribunal decided that that application could be determined at the CMD.

15. The issue as to whether or not the lease had been terminated in September 2025 would require evidence to be led. However, even if the Tribunal were to find that the lease had not been effectively terminated by the Respondents, the Tribunal decided in any event that ground 12 had not been established and as such the order for eviction could not be granted.

16. For ground 12 to be established the tenant must have been in rent arrears for three or more consecutive months when the notice to leave is sent to them. The Notice to Leave is dated 5 February 2025. The rent statement produced and dated 9 March 2026 which was considered in the course of the CMD and which the Applicant's representative assured the Tribunal was accurate showed the respondents falling into arrears on 1 December 2025.The rent account would therefore not have been in arrears for three consecutive months until 1 March 2026.

17. Having regard to the case of Majid v Gaffney [2019] UT 59, a notice to leave cannot be served until a tenant has been in arrears consecutively for a period of three months.

18. The Applicant's representative referred the Tribunal to the statement of account dated 23 April 2026. The Applicant's representative sought to convince the Tribunal that this showed that the respondents were in arrears of rent in October and November 2025 which would make the notice to leave timeous. It was clear from an examination of the rent statement that it also showed the account falling into arrears on 1 December 2025.

19. The Applicant's representative then invited the Tribunal to allow her more time to produce a rental statement that would provide "clarity" to the situation. When asked if the rent accounts that were before the Tribunal were inaccurate, she maintained the position that they were accurate. It was accordingly unclear what clarity a further rent account would provide. The rent accounts produced to the Tribunal did not lack clarity. They clearly showed payments made and payments due in respect of the rent of £1750. The first respondent's representative also confirmed to the Tribunal that the rent account reflected the payments made by her client. She confirmed that it was in December 2025 that the first respondent paid only one half of the rent due under the lease and this is reflected in the rent statement.

20. The Tribunal decided to refuse the Applicant's representative's application for further time on the basis that two rent accounts had already been produced in order to satisfy the Tribunal on this issue and the Tribunal had been assured that they were accurate. The overriding objective required the Tribunal to deal with case justly. This included avoiding delay.

21. The Tribunal decided to dismiss the eviction application on the basis that ground 12 was clearly not met at the time the Notice to Leave was served.

22. At the end of the CMD the Applicant's representative asked if she were to make the eviction application again whether it would take the same period of time to be dealt with and would it be granted. The Tribunal advised that they could not provide legal advice and given the potential complexity with the current applications, it may be appropriate for the Applicant to seek legal advice.

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.

Julie McKinlay

30th October 2026

Legal Member/Chair **Date**