



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/25/4032

Re: Property at 2A Newhaven Road, Edinburgh, EH6 5PU (“the Property”)

Parties:

Laura Gregor, 4 Drumsheugh Gardens, Edinburgh, EH3 7QJ (“the Applicant”)

Mr Aden Conor Melvin, Miss Isis Ishtar Rose Bolan, 34 Burnside, Scone, Perth, PH2 6LP; 2A Newhaven Road, Edinburgh, EH6 5PU (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member) and Andrew McFarlane (Ordinary Member)

Decision (in absence of the Respondents)

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

Background

1. An application was received by the Housing and Property Chamber dated 18th August 2025. The application was submitted under Rule 109 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on ground 12 of the Private Housing (Tenancies) (Scotland) Act 2016.
2. On 2nd February 2026, all parties were written to with the date for the Case Management Discussion (“CMD”) of 18th March 2026 at 10am by teleconferencing. The letter also requested all written representations be submitted by 23rd February 2026.
3. On 3rd February 2026, sheriff officers served the letter with notice of the hearing date and documentation upon the First Named Respondent by leaving it in the hands of a family member and on the Second Named Respondent by letterbox service. This was evidenced by Certificate of Intimation dated 3rd February 2026.

4. On 23rd February 2026, the First Named Respondent, Mr Melvin, emailed the Housing and Property Chamber lodging a submission. In the submission he stated that he moved out of the Property on 10th January 2025 but could not terminate the tenancy as the Second Named Respondent had not consented to the termination of the tenancy. He paid rent to Ms Bolan who he believed to have passed on the rent. He stopped making payments on 30th April 2025 as he was informed by the letting agent that he was no longer required to do so. On 18th September 2025, the letting agent informed him that this was not the correct position. He agreed at that point to pay half of the debt and half of the ongoing rent charge.
5. On 17th March 2026, the Applicant's representative lodged an up to date rent statement for the period 26th April 2023 to 3rd March 2026. This showed that the current rent arrears are £5190. It also confirmed that Mr Melvin has maintained payments as agreed.

The Case Management Discussion

6. A CMD was held on 18th March 2026 at 10am by teleconferencing. The Applicant was represented by Mr James Sloan, DJ Alexander. Ms Alice Reid, also of DJ Alexander, was present but observed only. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules. Ms Bolan did not make any representations in advance of the CMD.
7. Mr Sloan said that he had spoken to Mr Melvin on the morning of the CMD. Mr Melvin had said that he would not be able to attend the CMD. Mr Sloan said that he reiterated the position that he set out in his representations. This is namely that he left the Property in January 2025 but has not been able to terminate the tenancy as Ms Bolan has not agreed to the tenancy being terminated. Mr Sloan said that he believes that she has refused this as she would no longer fit the criteria for the Property to be let to her due to the arrears. Mr Melvin wants the tenancy to end.
8. Mr Sloan said that Mr Melvin has been very, very co-operative with him. He has communicated regularly and has maintained payments as promised. Mr Sloan said that all but the three payments for February – April 2025 have been made by Mr Melvin. He has continued to pay half of the rent each month even though he is no longer living in the Property and the relationship between him and Ms Bolan has ended. There is no communication between him and Ms Bolan as their relationship has ended acrimoniously. Mr Melvin is living with family in Perth but commuting for work in Edinburgh. Once this tenancy has ended he intends to move back to Edinburgh.
9. Mr Sloan said that a great effort has been made to try to communicate with Ms Bolan. Letters have been sent to her, texts have been sent to her, she has been telephoned and visits have been undertaken to the Property. Mr Sloan said that even with these communication attempts there still has been no contact from Ms Bolan. In August/September 2025, entry was needed due to a water leak issue. Ms Bolan still did not communicate with the letting agent so entry had to be made into the Property utilising the keys retained by the agents.

10. Mr Sloan said that Ms Bolan lives in the Property on her own. There are no children in the Property. He is not aware of any known disabilities or vulnerabilities. In October 2025 Ms Bolan intimated that she had lost her job and was applying for Universal Credit. Mr Sloan said that his office allowed some time for the application to proceed and then applied for Direct Payments from the DWP. This was declined without explanation. Mr Sloan did not have any information as to whether Ms Bolan has approached the local authority in terms of being rehoused.
11. Mr Sloan said that there has been a significant personal and financial impact upon the Applicant. This is her only rental property. She is a primary school teacher and has had to take on extra tutoring to ensure that she is in a position to ensure that the mortgage payments are made by her. She has recently married and monies earmarked for her wedding had to be utilised to meet payments in respect of the Property.
12. Although not a matter for this Tribunal, Mr Sloan said that a payment application was being considered in terms of the outstanding arrears. If this proceeds the Applicant will only be seeking this from Ms Bolan as it is clear to him that Mr Melvin has done everything that he can to mitigate his position particularly when he has had to continue with this tenancy against his wishes. Mr Sloan said that Mr Melvin has done everything that he can do in this situation to assist Mr Sloan. While this is an eviction against both Respondents it is because the law is such that Mr Melvin was not able to be removed from the tenancy even though he had made it clear that he had left the Property.
13. Mr Sloan said that he is satisfied that Ms Bolan remains living in the Property. The Property has been visited at various times and from these visits it appears that she is still living there.
14. The Tribunal accepted this and considered that there were no issues of reasonableness to prevent an order for eviction being granted. It noted that in this case its only choice was to grant it against both parties due to the way the law stands with termination of a Private Residential Tenancy when it is a joint tenancy.

Findings and reason for decision

15. A Private Rented Tenancy Agreement commenced 3rd May 2023.
16. The First Named Applicant, Mr Melvin, left the Property on or around January 2025. He has not been able to get the Second Named Respondent, Ms Bolan, to agree to allow him to end the tenancy. As such he has remained on the tenancy. It is accepted by the Applicant and her letting agent that Mr Melvin left the Property at that time. The Second Named Respondent is still living in the Property.
17. The Second Named Respondent persistently failed to pay the rent charge of £900 per month. However, it is noted that Mr Melvin continue to pay his share of the rent charge even after he left the Property in order not to have any debts.

Ms Bolan has not communicated with the Applicants or her letting agent and has only made payments for February – April 2025. All other payments were made by Mr Melvin. The rent payments are due to be paid on the third day of each month.

18. The Respondents had been in rent arrears for three or more consecutive months when the notice was served. The rent account has been in arrears since May 2025.
19. It is not known if Ms Bolan is in receipt of Universal Credit. A claim was made for Direct Payments from the DWP after Ms Bolan indicated that she was now in receipt of Universal Credit. This request was declined. The reasons for this were not given.
20. The First Named Respondent is not opposed to the granting of an order. There has been no communication from the Second Named Respondent to the Applicant or her letting agent. She has not made any submission to the Housing and Property Chamber.
21. The arrears outstanding are £5190.
22. The Second Named Respondent has no known vulnerabilities or disabilities.
23. There are no issues of reasonableness that prevent an order from being granted.

Decision

24. The Tribunal found that ground 12 has been established and granted an order in favour of the Applicant.

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.

Gabrielle Miller

18th March 2026

Legal Member/Chair

Date