



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

Chamber Ref: FTS/HPC/EV/25/3732

Property at 18 Fireclay Walk, Edinburgh, EH15 3FH (“the Property”)

Parties:

Ross Adamson, 4 Neptune Road, Barry, CF62 5BR (“the Applicant”)

Ashleigh Stewart, 18 Fireclay Walk, Edinburgh, EH15 3FH (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member) and Ann Moore (Ordinary Member)

Decision (in absence of the Respondent)

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

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Grounds 11 and 12 of schedule 3 of the 2016 Act. A tenancy agreement, Notice to leave, rent statement, evidence of breaches of the tenancy conditions, section 11 notice and evidence of compliance with the rent arrears pre action protocol were lodged with the application.
2. A copy of the application was served on the Respondent by Sheriff Officer on 04 February 2026. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 19 March 2026 at 10am and that they were required to participate. Prior to the CMD, the Applicant submitted an updated rent statement and a request to amend the related payment application (CV/25/3740) to £9,411.25.
3. The CMD took place on 19 March 2026. The Applicant was not present but was represented by Mr Gray, Senior Accredited Paralegal of Gilson Gray LLP.

The Respondent did not participate. The application for a payment order under Chamber reference CV/25/3740 was also discussed.

Summary of Discussion at CMD

4. Mr Gray told the Tribunal that the Respondent is still believed to be living at the property and it was his understanding the Respondent was awaiting the outcome of the eviction proceedings with a view to obtaining assistance from the local authority regarding her housing options. The basis of Mr Gray's understanding was from his conversation with the Property Management company and having received a telephone call from Edinburgh City Council seeking an update regarding the eviction proceedings following upon the local authority's receipt of the Section 11 notice regarding the property and tenant.
5. The Tribunal noted the Private Residential Tenancy agreement lodged with the application states the tenancy started on 20 November 2020, with an initial rent of £975 due per calendar month in advance. Also lodged was a Rent Increase Notice dated 21 August 2023 and email to the Respondent of even date attaching that Rent Increase Notice which stated the rent would increase to £1,004.25 on 01 December 2023. A tenant spreadsheet document and copy rent statement produced with the application demonstrated there were three consecutive months arrears of rent when a Notice to Leave was served upon the Respondent on 03 March 2025. Pre-action protocol email correspondences dated 14, 22 and 25 August 2025 were sent to the Respondent regarding her arrears of rent. Mr Gray told the Tribunal the last payment the Respondent had made to her rent account was in November 2025, and the arrears of unpaid rent were £9,411.25 to 01 March 2026.
6. Lodged with the application was an Inspection and Condition report dated 20 November 2020 and Routine Visit Reports dated 10 January 2024, 21 May 2024, 25 November 2024 and 23 January 2025. Each report comprised photographs of the condition of the property at the date of the inspection visit and Mr Gray told the Tribunal of the notable deterioration of the condition of the property during the Respondent's tenure. Evidence of a pet(s), specifically dog(s), was stated in each of the routine visit reports. Moreover, damage to the property was stated to have occurred including to carpets, flooring, skirtings, decoration and images of the garden demonstrated it to be messy and having accumulated significant amounts of refuse. In response to the questions from the Tribunal, Mr Gray was unable to advise whether or not further visits has been made to the Property after 23 January 2025. Mr Gray stated that the various routine visit reports were copied to the Respondent. The Tribunal noted the Respondent appeared to have been present on the occasion of the visit on 23 January 2025. Mr Gray referred to his submission on reasonableness lodged with the First-tier Tribunal on 16 February 2026, copied and sent to the Respondent on 19th February 2026, which stated it was the Applicant's understanding the Respondent at some stage was breeding dogs at the Property despite no pets having been permitted in terms of the tenancy conditions and the keeping of dogs and a failure to supervise them from soiling within the accommodation had contributed to substantial damage to the Property.

7. Mr Gray told the Tribunal that the Applicant owns one rental property only, being the Property. Mr Gray submitted that the Applicant and his spouse rely on the rental income from the Property to meet their own monthly expenses including their own residential mortgage; the Applicant's employment status is uncertain due to announcements of closures and redundancies at his workplace placing him at risk of financial hardship; and the ongoing arrears together with costs of remedial and/or renovation works to achieve a habitable standard in the event of securing vacant possession at a later date mean the Applicant cannot continue to sustain the present position.
8. In relation to the Respondent's circumstances, and in response to the Tribunal, Mr Gray submitted the Applicant has had no direct discussion with the Respondent as all contact with her was handled by the Property Management agent. However, the Respondent is believed to be approximately 36 years old; resides alone at the Property; operates her own hairdressing business in central Edinburgh; and the Applicant is unaware of the Respondent claiming any benefits to supplement her rent nor if she may have any disability or be considered vulnerable.

Findings in Fact

9. The Applicant is the owner and landlord of the property.
10. The Respondent is the tenant of the property in terms of a private residential tenancy agreement which commenced on 20 November 2020.
11. The condition of the Property has deteriorated from the condition it was in when the Respondent moved into it on or around 20 November 2020.
12. Damage to the Property had occurred, floor coverings had been removed, and there was significant refuse accumulated in the garden, as at 23 January 2025.
13. Pet(s) - (dog/s) - were being kept at the Property during the period 10 January 2024 to 23 January 2025.
14. The Respondent is due to pay rent at the rate of £1,004.25 per calendar month in advance following a Rent Increase effective on 01 December 2023.
15. The Respondent has been in arrears of rent since March 2025, and no payments have been made to the rent account since 7 November 2025.
16. The Respondent currently owes £9,411.25 in unpaid rent.
17. The Applicant served a Notice to leave on the Respondent on 3 March 2025.
18. The Applicant issued letters to the Respondent in compliance with the rent arrears pre action protocol.

19. The Respondent has failed to engage with the Applicant's Property Management agent or offer any explanation for the arrears. She has not offered any explanation in relation to the damage caused to the Property nor the messiness and refuse accumulated in the garden.
20. The Respondent resided at the property alone at the commencement of her tenancy and is still in occupation, believed still to be residing there alone.

Reasons for Decision

21. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since 20 November 2020.
22. The application was also submitted with a Notice to Leave dated 3 March 2025, together with a copy email to the Respondent which establishes that the Notice was served on the Respondent on that date. The Notice states that an application to the Tribunal is to be made on ground 11 (the tenant is in breach of tenancy conditions) and ground 12 (rent arrears over three consecutive months).
23. The application to the Tribunal was made after expiry of the notice period. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.
24. Section 51(1) of the 2016 Act states, "The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies."
25. Ground 11 of schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states, "(1) It is an eviction ground that the tenant has failed to comply with an obligation under the tenancy. (2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if the landlord – (a) the tenant has failed to comply with a term of the tenancy, and (b) the Tribunal considers it to be reasonable to issue an eviction order on account of that fact. (3) The reference in sub-paragraph (2) to a term of the tenancy does not include the term under which the tenant is required to pay rent."
26. Ground 12 of Schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states "(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months. (3) The First-tier Tribunal may find that the ground named in 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.” Sub-Paragraph (4) states, “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 Minister in regulations.” Relevant benefits are defined in sub-paragraph (5) and include housing benefit and universal credit. The Pre Action-Requirements Regulations include the provision of clear information relating to the terms of the tenancy agreement, the level of the arrears, the tenant’s rights in relation to eviction proceedings and how the tenant can access information and advice.

27. The Tribunal accepted the unchallenged evidence of the Applicant in the form of the documents submitted and the information provided at the CMD. The Tribunal is satisfied that the Applicant has breached a condition(s) of her tenancy, namely clause “17. Reasonable Care. The Tenant agrees to take reasonable care of the Let Property and any common parts, and.... ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;...” and “35. Pets. The Tenant is not permitted to keep any animals or pets in the accommodation without the prior written consent of the Landlord which shall not be unreasonably withheld. Any such consent shall be on the condition that the pet will be kept under reasonable supervision and control and will not soil or damage the accommodation or common areas...The Landlord is entitled to withdraw consent if the Tenant fails to comply with the terms of this Clause...” The Tribunal is also satisfied that the Respondent currently owes £9,411.25 and that she has been in arrears of rent for three or more consecutive months, both at the date of service of the Notice to leave and the CMD. Grounds 11 and 12 are therefore established.
28. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -
- (a) The Tribunal is satisfied that the Applicant has complied with the Rent Arrears Pre-Action Protocol. The Applicant provided copies of email correspondences issued to the Respondent in compliance with the protocol.
 - (b) The Tribunal is also satisfied that there is no evidence to contradict the Applicant’s understanding that the Respondent is not believed to be in receipt of benefits, thus that the arrears are attributable to a delay or failure in the payment of a relevant benefit.
 - (c) The Respondent did not participate in the CMD or notify the Tribunal if the application is opposed.
 - (d) The arrears are substantial and are increasing. No payments have been made since November 2025.
 - (e) The Respondent has failed to engage with the Applicant’s Property Management company and has provided no explanation for the arrears.

- (f) The damage to the Property during the period January 2024 to January 2025 evidenced by the routine visit reports is significant. The Respondent has failed to engage with the Applicant's Property Management company to provide any explanation or attempt to resolve the issues concerning the damage or the cleanliness of the Property, nor did she keep her pet(s) under reasonable supervision and control such that the pet(s) did not soil or damage the accommodation.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act that grounds 11 and 12 have been established. For the reasons outlined in paragraph 28, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

Decision

1. The Tribunal determines that an eviction order should be granted against the Respondent.

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.

Elaine Paton, Legal Member

19 March 2026