



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/25/4267

Re: Property at Flat 7 (2F3), 164 Gorgie Road, Edinburgh, EH11 2NT (“the Property”)

Parties:

Mr Grant Russell, Chestertone Farm Cottage, Upper Largo, Leven, KY8 5QS (“the Applicant”)

Mrs Jelena Pungas, Flat 7 (2F3), 164 Gorgie Road, Edinburgh, EH11 2NT (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member) and Elizabeth Williams (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, with the earliest date of eviction in said order stated as 13 July 2026.

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Grounds 1 and 3 of schedule 3 of the 2016 Act. A tenancy agreement, Notice to leave, section 11 notice, copy correspondences between the Applicant and the Respondent and evidence of a schedule for intended refurbishment works to the Property, were lodged with the application.
2. A copy of the application was served on the Respondent personally by Sheriff Officers on 02 April 2026. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 14 May 2026 at 2pm and that they were required to

participate. Both parties were invited to make written representations in advance of the CMD.

3. Prior to the CMD, the Respondent had submitted correspondence purporting to be a request for postponement of the hearing scheduled for 14 May 2026 at 2pm. The Housing and Property Chamber (“HPC”) administration replied to the Respondent by email on the morning of 11 May 2026 explaining there was a necessary format for a party making a request for postponement should they wish the Tribunal to consider same and in absence of further communication from them, the hearing would proceed as scheduled. There had been no written representation in response to the Applicant’s application for eviction received from the Respondent when the HPC administration sent the said email to the Respondent.

Party request for Postponement

- 4.1 On the afternoon of 11 May 2026, the Respondent wrote to the HPC administration stating they wished to make a request for postponement of the CMD however the Respondent’s collective correspondences at that time had expressed a position that did not meet the requirements of Rule 28 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”).

- 4.2 Rule 28 of the Rules provides as follows:

“ (2) Where a party applies for...postponement of a hearing, that party must- (a) if practicable, notify all other parties of the application for ...postponement; (b) show good reason why ...postponement is necessary; and (c) at the direction of the First-tier Tribunal produce evidence of any fact or matter relied on in support of the application for ...postponement. (3) The First-tier Tribunal may only ...postpone a hearing at the request of a party on cause shown.”

- 4.3 On the morning of 14 May 2026, the HPC administration wrote to the Respondent and to the Applicant, advising the Applicant that a request for postponement had been received from the Respondent regarding the CMD that afternoon and providing a copy of the response issued by the HPC administration to the Respondent. The HPC correspondence to the Respondent stated the Respondent was required to provide documentary evidence of their appointment(s) together with explanation and supporting documentary evidence as to why they were unable to dial in to join the telephone conference call on the date and time scheduled by the HPC. Parties were reminded that written representations may be submitted by email and any accompanying documentary evidence comprising sensitive personal information should be redacted before being lodged with the HPC administration. Parties could also arrange for their position to be put to the tribunal at a hearing by a representative - the tribunal would require sight of the party's written permission in favour of their representative authorising that representative to act on their behalf (unless representation was by a

solicitor). Moreover, in the event of a party requiring to dial in to the telephone conference call from an alternative location outside of the UK, an alternative telephone number could be provided to them if required to allow them to participate in the telephone conference hearing, with that party ensuring any time difference being taken into account when joining the teleconference call at the time specified in the Notification letter already provided to them. The Respondent was required to provide the requisite evidence and explanation with supporting documentation to the HPC within a stated timescale with it highlighted to them that, for the avoidance of doubt, their response with explanation and evidence would be crossed over to the other party. The Applicant was invited to express a view in relation to a postponement of the CMD having been made by the Respondent within the same timescale. The Applicant was opposed to notional postponement of the CMD. The Respondent replied by email without providing the documentary evidence requested and without explanation and supporting evidence on why they were unable to dial in to join the telephone conference CMD later in the day. The Respondent made reference to communications with their landlord in December 2024 and 30 April 2025; their efforts to obtain a mortgage to acquire their own property, then social housing; requesting postponement to allow further progress around that matter; also suggesting they had been unable to secure the services of an interpreter in Slovenia that specialised in legal procedures; and stating they had booked their current trip overseas in November 2025, which involved attending a Slovenian Medicare clinic on an unspecified date(s) to obtain a second opinion in relation to their health matters. The parties' respective responses were acknowledged by the HPC administration, parties were advised therein that their correspondence had been crossed over to the other party and passed on to the Tribunal, it being confirmed to both parties that the CMD would proceed at 2pm (Scottish/UK BST) as scheduled unless they were otherwise notified.

5. The CMD took place on 14 May 2026. The start time was delayed briefly to allow the Respondent an opportunity to attend in the event they may have been making efforts to dial into the teleconference call. The CMD teleconference hearing commenced. The Applicant was present. The Respondent did not participate.

Summary of Discussion at CMD

6. The Tribunal explained the purpose of the CMD, then referred to the HPC administration correspondences regarding the Respondent seeking postponement of the CMD. The Applicant stated the Respondent's email further to the HPC communication earlier in the morning had been received by them directly from the Respondent as well as having been copied to them by the HPC administration. The Applicant stated they remained opposed to postponement of the hearing and explained it had taken over a year already since the end date in the Notice to Leave issued to the Respondent to get to today's hearing.

7. The Tribunal considered the Respondent's request for postponement as a preliminary matter. In terms of Rule 28 of the Rules: "*(3) The First-tier Tribunal may only ...postpone a hearing at the request of a party on cause shown*". The Respondent's response to the HPC administration correspondence in advance of the CMD did not provide the requisite documentary evidence in relation to their appointment(s) nor was there an explanation with supporting evidence as to why the Respondent was unable to dial in to join the telephone conference call. The Respondent's correspondence did not show good reason why postponement of the CMD was necessary notwithstanding their failure to provide the requisite evidence and supported explanation requested from them. The Tribunal was not persuaded the Respondent had demonstrated that it was necessary for the CMD to be postponed therefore the Respondent's request for postponement was denied.
8. The Tribunal noted the Private Residential Tenancy agreement lodged with the application states the tenancy started on 29 March 2018. Also lodged with the application was a Notice to Leave dated 15 January 2025 which was sent to the Respondent by email that same day, and acknowledged by the Respondent on 17 January 2025. The Notice to Leave stated an application to the Tribunal for an eviction order would not be submitted before 01 May 2025. The Applicant sent Notice in terms of Section 11 of Homelessness etc (Scotland) Act 2003 to Edinburgh City Council by email on or around 02 October 2025. The First-tier Tribunal for Scotland received the Applicant's application for eviction on or around 03 October 2025. Amongst the application papers was a Schedule of Works document prepared by Kalvn Property Services detailing certain works that were arranged to be carried out in the Property commencing the week beginning 05 May 2025, and email communications between the Applicant and Respondent in relation to the Applicant's plan regarding the Property and around notice regarding bringing about an end to the tenancy arrangement.
9. In response to the Tribunal, the Applicant stated that once the works described in the Schedule of Works document (originally due to be carried out in the week commencing 05 May 2025) have been completed the Applicant intends to replace the kitchen and bathroom then obtain valuation to commence marketing the Property for sale. The Applicant explained their mortgage arrangement is coming to an end in February 2028, therefore they are working towards that date for the rebalance of their finances. The Applicant continued to explain they want to have the refurbishment works completed and the Property sold in advance of the end of their mortgage arrangement in order to reduce their portfolio (currently three rental properties in Gorgie) and pay off the mortgage on their own residential property. In response to the Tribunal the Applicant stated they had not yet engaged the services of an estate agent or solicitor regarding the sale of the Property as they intend to have the refurbishment works carried out beforehand and will only be in a position to sell the Property afterwards, on obtaining valuation and home report.
10. The Tribunal referred the Applicant to the Respondent's email correspondence of 14 May 2026. The Respondent's correspondence

referenced communications between the parties, including a meeting, and referred to the Respondent making efforts to secure a mortgage for themselves with additional information connected to that matter, referencing having prepared documents for social housing via 'Edinex' and attending at the relative Edinburgh city office on 19 January 2026; also that they had booked travel in November 2025 to attend a clinic in Slovenia to obtain a second opinion on their health matters. The Applicant stated the Respondent had indicated to them they wanted to secure a mortgage to purchase their own house in Edinburgh, explaining the Respondent had a house in Estonia which the Applicant believed may now have been sold. In response to the Tribunal, the Applicant stated there had been no discussion about the Respondent purchasing the Property from them. The Applicant believed the Respondent had made enquiries about some kind of part or shared ownership scheme. The Applicant continued to explain they were aware the Respondent may have some kind of underlying health condition however they did not know anything more beyond that, commenting they had found the Respondent to be a very capable, intelligent woman who appeared very hardworking and was holding down two jobs. The Applicant stated they believed the Respondent was a qualified accountant and continued to carry out some of that type of work occasionally but also worked as a cleaner. In response to the Tribunal, the Applicant stated communication with the Respondent had been slow when they first moved into the Property however that had improved greatly over the years. The Applicant stated that by way of background the Respondent had moved from Estonia to make a new home for themselves in Scotland in 2014 and had originally moved into the Property to join their daughter who was already resident there. There had been a period during which time a different joint tenant would want to reside in the Property then leave, then another who left. When the Respondent's daughter moved out, the Respondent continued to reside in the Property and the Applicant and the Respondent entered into the present private residential tenancy arrangement whereby the Respondent became the sole tenant. The Applicant continued to explain that in their dealings with the Respondent over the last couple of years or so they had found the Respondent's understanding and communication around their tenancy matters to be good.

11. The Applicant stated the Respondent had been a model tenant, they always paid the rent on time and responded to communications. The Applicant further explained they had wanted to make the Respondent aware of their intention for the Property and the timeframe for that at the earliest opportunity so that the Respondent could have as much time as possible to make their own plans going forward as they had resided in the Property for a long time. The Applicant stated although the Respondent had been a very good tenant they had become increasingly evasive and obstructive after learning the Applicant would be serving the formal Notice to Leave, despite the Applicant having already agreed to delay service of the notice to allow the Respondent further time in the Property – the Applicant had wanted to commence the refurbishment works after the tenancy ending at the end of March 2025 but delayed this end date to 30 April 2025. The Applicant stated the Respondent did not move out at the end of April 2025 continuing to reside in the Property now for more than a further year already. The Applicant stated they had

become worn down with the repeated efforts to engage the Respondent and the Respondent's insistence upon limiting the Applicant's access, say, to one section or area of the Property only (the Applicant alluding to the carrying out of safety checks) and being obstructive regarding their availability to provide for access to inspect the Property. In response to the Tribunal, the Applicant confirmed the Respondent has continued to pay the rent, explaining the Applicant has never increased the rent; rent for two-bedroom flats is approximately £1,000 currently and assuming a lower average rent of £750 a month in the area, the Respondent's rent of £460 is low. The Applicant re-stated that they want to complete refurbishment of the Property as soon as possible to sell it thereby reducing their portfolio to two, and pay off their own residential mortgage.

Findings in Fact

12. The Applicant is the owner (jointly with their spouse) and landlord of the Property.
13. The Respondent is the tenant of the Property in terms of a private residential tenancy agreement which commenced on 29 March 2018.
14. The Applicant and the Respondent met face to face at a Costa Coffee on Gorgie Road, Edinburgh on or around 19 December 2024 and communicated by email before and after that meeting.
15. The Applicant served a Notice to Leave on the Respondent on 15 January 2025, acknowledged by the Respondent on 17 January 2025.
16. The Applicant obtained a Schedule of Works in relation to refurbishment of the Property in so far as the installation of a gas supplied central heating system throughout the Property.
17. The Respondent since March 2025 has been engaged in making arrangements to move to alternative housing.
18. The Respondent has resided at the Property alone from the commencement of their current tenancy arrangement and is still in occupation of the Property.

Reasons for Decision

19. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since at least 29 March 2018.
20. The application was also submitted with a Notice to Leave dated 15 January 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 1 (the tenant intends to sell the Property) and ground 3 (the landlord intends to refurbish the

Property).

21. 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.
22. 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.”
23. Ground 1 of schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states, “(1) *It is an eviction ground that the landlord intends to sell the let property.* (2) *The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if the landlord– (a) is entitled to sell the let property, (b) intends to sell it for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it, and (c) the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.* (3) *Evidence tending to show that the landlord had the intention mentioned in sub-paragraph (2)(b) includes (for example)– (a) a letter of engagement from a solicitor or estate agent concerning the sale of the let property, (b) a recently prepared document that anyone responsible for marketing the let property would be required to possess under Section 98 of the Housing (Scotland) Act 2006 were the property already on the market.*”
24. Ground 3 of schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states, “(1) *It is an eviction ground that the landlord intends to carry out significantly disruptive works to, or in relation to, the let property.* (2) *The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if– (a) the landlord intends to refurbish the let property (or any premises of which the let property forms part), (b) the landlord is entitled to do so, (c) it would be impracticable for the tenant to continue to occupy the property given the nature of the refurbishment intended by the landlord, and (d) the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.* (3) *Evidence tending to show that the landlord had the intention mentioned in sub-paragraph (2)(a) includes (for example)– (a) any planning permission which the intended refurbishment would require, (b) a contract between the landlord and an architect or a builder which concerns the intended refurbishment.*”
25. The Tribunal accepted the unchallenged evidence of the Applicant in the form of the documents submitted and the information provided at the CMD.
26. In relation to Ground 1, the Tribunal is satisfied that the Applicant is entitled to sell the let Property. While the Applicant may ultimately have the intention to sell the let Property at market value at a future date the Tribunal did not have documentary evidence before it to demonstrate the Applicant’s intention to

sell the Property or put it up for sale within three months of the tenant ceasing to occupy it therefore the Tribunal found that Ground 1 had not been established.

27. In relation to Ground 3, the Tribunal is satisfied the Applicant intends to carry out significantly disruptive works to, or in relation to, the let Property in that they intend to refurbish the let Property and they are entitled to so do. The Tribunal considered that given the nature of the refurbishment intended by the Applicant (including installation of gas central heating, a new kitchen and a new bathroom) it would be impracticable for the tenant to continue to occupy the Property. Ground 3 is therefore established.
28. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following:
- (a) The Tribunal had before it evidence that the parties corresponded between the period 25 November 2024 to 17 January 2025 (both dates inclusive), and they had a face-to-face meeting at a Costa Coffee on Gorgie Road, Edinburgh on or around 19 December 2024. The Applicant had made the Respondent aware of their intention to carry out significantly disruptive refurbishment works to the Property including the installation of central heating, also their intention to sell the Property and they wanted to agree upon a termination date for the tenancy and provide as much advance notice as possible to allow the Respondent to plan ahead. The Respondent had requested an extended period in relation to the tenancy end date. The Applicant extended the timescale by a month and delayed the service of the Notice to Leave.
 - (b) The Tribunal noted the Respondent has an adult daughter and has resided in the Property for over 8 years, also that until last year they had been regarded by the Applicant as a model tenant, always paying the rent on time and replying to communications from their landlord.
 - (c) The Tribunal is satisfied there is no evidence to contradict the Applicant's understanding that the Respondent is working across two jobs, nor was there evidence of the Respondent being in receipt of any benefits.
 - (d) The Tribunal is satisfied the rent of £460 being paid by the Respondent is low and they would be required to pay a higher sum of rent in alternative accommodation.
 - (e) The Respondent did not participate in the CMD or notify the Tribunal if the application is opposed.
 - (f) The Tribunal considered the content of the Respondent's email dated 14 May 2026, noting this was received as a consequence of an earlier email sent to them by the HPC administration that morning.

- (g) The Tribunal is satisfied the Respondent made enquiries in relation to arrangements for alternative accommodation however the evidence before it tended to indicate the Respondent only did so as the notice to leave expiry period drew ever closer, apparently in no hurry to secure alternative accommodation and failing to engage meaningfully with their landlord or in response to the application for eviction.
- (h) The Tribunal is satisfied the Respondent may have health issues, a position not disputed by the Applicant, however no information or evidence in relation to same was submitted by the Respondent.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act that ground 3 has 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, but determined additional time be allowed to the Respondent to resume arrangements to secure alternative accommodation on their return to Edinburgh on or around 30 May 2026.

Decision

1. The Tribunal determines that an eviction order should be granted against the Respondent, with the earliest date of eviction in said order stated as 13 July 2026.

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.

E. Paton

14 May 2026