



**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/25/3853

Re: Property at 18 Albert Den, Aberdeen, AB25 1SY (“the Property”)

Parties:

**Aberdeen Leasing Investments Ltd, 162 Anderson Drive, Aberdeen, AB15 6FR
 (“the Applicant”)**

**Miss Ailsa Fyfe, Mr Michael McLeod, UNKNOWN, UNKNOWN (“the
Respondent”)**

Tribunal Members:

Alison Kelly (Legal Member) and Mary Lyden (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 eviction should be granted.**

Background

1. On 8th September 2025 the Applicant lodged an Application with the Tribunal under Rule 109 of the First Tier Tribunal for Scotland (Housing and Property Chamber Rules of Procedure) 2017 (“The Rules”), seeking an order to evict the Respondent from the property under Ground 12 of Schedule 3 of the Private Housing (Tenancies)(Scotland) Act 2016.
2. Lodged with the application were: -
 - i. Copy Private Residential Tenancy Agreement showing a commencement date of 14th October 2022 and a rent of £795 per month;
 - ii. Copy Notice to Leave dated 4th August 2025;
 - iii. Copy emails dated 4th August 2025 to the Respondents serving the Notice to Leave;
 - iv. Section 11 Notice and proof of service;

- v. Copy Rent Statement;
 - vi. Pre Action Requirements emails.
3. The Application was unable to be served on the Respondents by Sheriff Officers.

Case Management Discussion

4. The Case Management Discussion (“CMD”) took place by teleconference on 14th April 2026. It had been listed to call along with the accompanying payment action, reference FTS/HPC/CV/3895, and an application raised by the Respondents against Applicants, reference FTS/HPC/CV/24/369, and an application by the Applicants against the guarantors of the Respondents, reference FTS/HPC/CV/24/4359.
5. The Applicants joined the call and were represented by Miss Reid and Miss Ogston of Caroline Walker Property Limited. Also in attendance were Ms McLeod and Mr Fyfe, Respondents in case FTS/HPC/CV/24/4359 There was no attendance by the Respondents or any representative on her behalf. They had indicated to the Tribunal by email that they were in Zambia and could not join the call due to international connection issues.
6. The Chairperson explained the purposes of a CMD in terms of Rule 17 of the Rules. The Chairperson considered the overriding objective of the Tribunal, as laid out in Rule 2 of the Tribunal’s procedural rules, which can be accessed via the Tribunal’s website. The Chairperson decided that to avoid delay, so far as compatible with the proper consideration of the issues, and to deal with the proceedings in a manner which is proportionate to the complexity of the issues and the resources of the parties, that all four cases should be dealt with at a Hearing.
7. The Chairperson was mindful of the difficulties with service, as it is not clear if the Respondents are actually residing in the property, although they have not handed back the keys. The Chairperson noted that Rule 6(1)(b) allows service of any formal communication by email if it is sent to the email address provided by the person. The Respondents had contacted the Tribunal that morning via email and accordingly the Chairperson therefor ordered the Tribunal’s administration to serve the papers and accompanying Direction via those email addresses.

Subsequent to CMD

8. The papers were served on the Respondents by email on 5th May 2026.
9. A Direction was also issued to the Respondents as follows:

“The Respondent is required to provide:

1. If the Respondent wishes, to provide a Written Submission laying out why they do not consent to the eviction order being granted.

The said documentation should be lodged with the Chamber no later than close of business on 21 days prior to the date set for the Hearing.”

10. The Respondents did not respond to the Direction.
11. A Hearing was fixed for 21st July 2026. The Hearing date was notified to all parties by email on 19th June 2026.
12. On 14th July 2026 the Second Named Respondent (“MM”) sent an email to the Tribunal seeking a postponement of the Hearing. The reasons given will not be narrated here in full, but he did state that AF is in Zambia and not able to return to the UK at this time, and that refusal of the postponement would impact on the fairness of the Hearing as he was unable to properly coordinate with AF, gather the necessary evidence or address the Tribunal’s requests fairly.
13. The Tribunal refused the request to postpone for the reasons given in the email sent to MM on 16th July 2026.
14. On 16th July 2026 MM sent a further email to the Tribunal, again seeking a postponement. The Tribunal refused this on the same grounds.
15. On 20th July 2026 MM sent an email to the Tribunal as follows:

“Dear Alice Brown,

I am writing to confirm that Ailsa Fyfe and I will not be attending tomorrow's hearing at 10:00. As previously advised, our postponement requests were refused, and we are not in a position to join, given our reasons and circumstances.

We ask that the Tribunal treat this email as our written submission and determine the conjoined cases on the basis of the papers already lodged, along with the following points.

Repairing Standard: The Tribunal already found, in FTS/HPC/RP/24/3702 (Decision, 23 January 2025), that the Landlord breached Section 14(1)(b) of the Housing (Scotland) Act 2006 — the property was not wind and watertight, and the fridge was not in proper working order — and issued a Repairing Standard Enforcement Order as a result. This is an existing finding, not something we need to re-prove. Rent withheld: Rent was withheld in direct response to that breach, on the basis of retention pending repairs. We note the Tribunal's guidance at the 14 April 2026 Case Management Discussion that this is properly treated as an equitable contractual remedy, and we proceed on that basis.

Outstanding heads of claim: We were unable to complete full vouching for food/laundry costs and medical/emotional distress claims within the timescale set by the Direction of 14 April 2026, as we were outwith the UK during that period. We ask the Tribunal to determine them on what is already lodged.

Arrears and eviction: We ask the Tribunal to weigh the confirmed Repairing Standard breach against the arrears claimed, and to have regard to our actual period of occupation of the property.

We would be grateful if the Tribunal could proceed on this basis.

*Yours
Michael McLeod*

sincerely,

Hearing

16. The Hearing took place by teleconference on 21st July 2026. It had been listed to call along with the payment action raised by the Respondents against the Applicants, reference FTS/HPC/CV/3691, an accompanying application for payment of rent arrears, reference FTS/HPC/CV/25/3895, and an application by the Applicants against the guarantors of the Respondents, reference FTS/HPC/CV/24/4359.
17. The Applicants joined the call and were represented by Ms Walker of Caroline Walker Property Limited. Also in attendance was Ms Dorcus McLeod Respondent in case FTS/HPC/CV/24/4359. There was no attendance by the Respondents or any representative on their behalf.
18. The Chairperson explained which cases were to be dealt with and also explained that the Applicants had sought a postponement, which had been refused, and that they had sent an email saying that they would not be attending the Hearing and asking the Tribunal to deal with the case on the basis of what had already been lodged.
19. The Tribunal dealt with and dismissed case CV/24/3691, for reasons set out in the Decision relating to that case.
20. Ms Walker sought an order for eviction on the basis of Ground 12. She said that the current rent arrears were £21,465. No rent has been paid since 14th April 2024. It is believed that the Respondents have not lived in the property since December 2024. There is no evidence to suggest that failure or delay in the payment of a benefit has led to the arrears.

Findings in Fact

- a. The parties entered into a Private Residential Tenancy Agreement in respect of the property commencing 14th October 2022 and a rent of £795 per month;
- b. A Notice To Leave, dated 4th August 2025, was served timeously and correctly;
- c. A section 11 notice was served on the local authority;
- d. The Applicant complied with the Pre Action Requirements;
- e. The Application was served on the Respondent by email on 5th May 2026;
- f. At the date of service of the Notice to Leave the arrears were £11925;
- g. At today's date the arrears are £21,465;
- h. The arrears have not been caused by the failure or delay in the payment of a benefit;
- i. The Respondents have not paid rent since 14th April 2024;
- j. The Respondents have not occupied the property since December 2024.

Reasons for Decision

21. Ground 12 states as follows:

12(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 that 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) For the purposes of this paragraph—

(a) references to a relevant benefit are to—

(i) a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),

(ii) a payment on account awarded under regulation 91 of those Regulations,
(iii) universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,

(iv) sums payable by virtue of section 73 of the Education (Scotland) Act 1980,

(b) references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.

(6) Regulations under sub-paragraph (4)(b) may make provision about—

(a) information which should be provided by a landlord to a tenant (including information about the terms of the tenancy, rent arrears and any other outstanding financial obligation under the tenancy),

(b) steps which should be taken by a landlord with a view to seeking to agree arrangements with a tenant for payment of future rent, rent arrears and any other outstanding financial obligation under the tenancy,

(c) such other matters as the Scottish Ministers consider appropriate.

22. The Tribunal is satisfied that the ground has been met due to the level of the arrears and time lapse since a rent payment was last made. The Tribunal dismissed application CV/24/3691 and accordingly no rent abatement is due.

23. The Tribunal considers that due to the level of arrears, being in excess of two years' rent, the fact that the Respondents are not occupying the property and that they have not proved their case in application CV/24/3691, it is reasonable to grant the 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.

Alison Kelly

Legal Member/Chair

Date: 21st July 2026