



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 33 of the Housing (Scotland)  
Act 1988**

**Chamber Ref: FTS/HPC/EV/24/3627**

**Re: Property at 43/12 (3F4), Deanhaugh Street, Edinburgh, EH4 1LR (“the  
Property”)**

**Parties:**

**Gladeisle Services, 13A Alva Street, Edinburgh, EH2 4PH (“the Applicant”)**

**Mr Bartosz Krzysztof Jaros, 43/12 (3F4), Deanhaugh Street, Edinburgh, EH4  
1LR (“the Respondent”)**

**Tribunal Members:**

**Melanie Barbour (Legal Member) and Sandra Brydon (Ordinary Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that it would grant an order for recovery of possession.**

**Background**

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under rule 66 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for recovery of possession in relation to a short assured tenancy under the Housing (Scotland) Act 1988 by the Applicant against the Respondents in relation to the property.
2. The application included,
  - a copy of the tenancy agreement.
  - section 33 notices

- notice to quit
  - execution of service by sheriff officers for the section 33 notice and the notice to quit.
  - section 11 notice to local authority
3. The case called for a case management discussion on 23 June 2025. Appearing was the Applicant's agent, Bethany Reid from Morton Fraser Macroberts LLP. There was no appearance by the Respondent. There was a sheriff officer's certificate of service that the application had been served on him on 2 April 2025.

### Discussion

4. The Applicant's agent confirmed that she was seeking an order for eviction. She had provided a Notice to Quit and a section 33 notice.
5. There had been some issues raised by the tribunal at the sift. She advised as follows: (1) the landlord was not the owner of the property; however, the landlord and owner were both companies, the company secretary and sole shareholder of each company had been one and the same person. That person was now deceased. This application was part of the administration of the deceased's estate. There were new officers appointed in the company secretary role. She submitted that the owner would have granted authority to the landlord to grant the lease, she submitted that the landlord still had title and interest to grant the lease and bring these proceedings; (2) the original lease had had two tenants, one tenant had left the property before July 2021, and had notified, in writing, a relative of the deceased in January 2022 of this fact. She submitted that this notice meant that there was now only one tenant in the property, the respondent; and (3) the notice to quit did not contain all of the prescribed information however, a reasonable recipient would understand the terms of the notice to quit. She submitted that it did therefore comply with what was required by statute and how that had been interpreted in case law, she referred to *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749 in support of her position.

6. In terms of reasonableness. She advised that the respondent had not paid any rent since 2018, the rent payment due was £625 per month. No rent had been paid for over 7 years.
7. There was some concern that the respondent was no longer residing in the property. There had been no contact by the respondent, however, to confirm that he had left the property and to return the keys.
8. She advised that the neighbour downstairs had contacted the agents in around May 2024 because there had been a water leak coming into the downstairs neighbour's flat from the property. The respondent had failed to notify the landlord of the water leak and the associated damage that would ensue. The agent had tried to contact the respondent about the neighbour's leak, but there was no response to any attempt at contact.
9. The agent and a plumber had attended at the property in order that the water leak could be fixed. When they attended, they found the condition of the property to be poor; it appeared that the respondent had not been maintaining it, it was dirty, and there was rubbish and various items lying around. There was evidence of water leaking within the property. There was also evidence of what appeared to be, repairs attempted by the tenant; they had been done to a poor standard.
10. The neighbour advised that they had not seen the respondent for a while and wondered whether he had in fact, left Scotland for Poland. The agent was unable to confirm if this was indeed the case. The agent confirmed that the respondent had not, however, contacted the landlord or the agent at any time since at least May 2024. There had been no contact from the respondent after the plumber attended, the notices were served, or after the application had been served. There was a concern that the property was lying empty and no one could access it to ensure that it was not falling into disrepair.
11. The agent advised that the executors of the deceased's estate would be prejudiced if the order were not granted. The executors were concerned to

progress the winding up of the estate. It was a complicated estate. The situation with this property in terms of non-payment of rent, the poor and unknown condition of the property and the failure by the tenant to contact the agents about any matter was of concern to the applicant and executors. She submitted that it would be reasonable to grant the order.

### Findings in Fact

12. We found the following facts established:-

13. That there was in place a short assured tenancy.

14. That there was a tenancy agreement between the Applicants and the Respondent in respect of the Property.

15. The property was 43/12, (3F4) Deanhaugh Street, Edinburgh.

16. The landlords were Gladeisle Services.

17. The tenant was Bartosz Krzysztof Jaros.

18. The tenancy commenced on 29 July 2016 until 31 July 2017.

19. Clause 3 is rent. It states that rent is £620 per month.

20. Clause 4 says that the tenant will continuously occupy the property from the date of entry as a private dwellinghouse.

21. Clause 5 obliges the tenant to notify the landlord of any defects in the structure of the premises or any defects in the installations within 24 hours of their first occurrence or appearance.

22. Clause 6 obliges the tenant to maintain the property in a neat and tidy condition at all times
23. The AT5 Form was in the prescribed format and was dated 27 July 2016 and signed.
24. The notice to quit was dated 27 May 2024 it sought vacant possession as of 31 July 2024. It provided more than 2 months' notice that vacant possession was sought. There was evidence of service of the notice on 27 May 2024. The notice to quit terminated the tenancy on an *ish* date.
25. The section 33 notice was dated 27 May 2024; it sought vacant possession as of 31 July 2024. It provided more than 2 months' notice that vacant possession was sought. There was evidence of service of the notice on 27 May 2024.
26. There was a section 11 notice addressed to the local authority.
27. The respondent had failed to pay rent since 2018.
28. The respondent had failed to notify the landlord of the water leak in May 2024.
29. The respondent had failed to maintain the property in a neat and tidy condition.
30. The respondent had not contacted the landlord since at least before May 2024, and it appeared that he had failed to continuously occupy the property since at least that date.

#### Reasons for Decision

31. Section 33 of the 1988 Act requires the tribunal to grant an order for possession under a short assured tenancy where: the tenancy has reached its *ish*; tacit

relocation is not operating; the landlords has given notice to the tenants that they require possession of the house; and where it is reasonable to do so.

32. There was no appearance by the respondent. There was no challenge to the validity of the creation of short assured tenancy, the terms of the tenancy agreement, or the section 33 notice and notice to quit. We were therefore prepared to accept that the statutory tests had been made out in this application having regard to the applicant's agent's submission and the application papers.

33. Having regard to the question of reasonableness, we have taken into account the following matters. The respondent has failed to pay rent to the landlord since 2018. The respondent has failed to notify the landlord of the water leak in around May 2024. The respondent has failed to maintain the property in a clean and tidy condition. The respondent has failed to contact the landlord since at least May 2024, and it appears that he has failed to continuously occupy the property since at least that date. The respondent may in fact have left the property but has failed to notify the landlord if he has left. All of these matters are breaches of the tenancy agreement. They have all been ongoing for some time. They are all unsatisfactory for the landlord. These breaches cause the landlord prejudice. The landlord does not know what condition the property is in and whether or not it is deteriorating in any way. The landlord is also financially prejudiced by the failure to pay any rent for the property and any further deterioration of it. We consider that each of these matters are fairly serious in their own right, and taken together, they provide considerable weight in favour of granting the order sought by the landlord.

### Decision

34. We grant an order in favour of the Applicant against the Respondent for the recovery of possession of the property.

### **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.**

**Melanie Barbour**

**23 June 2025**

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**Legal Member/Chair**

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**Date**