



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 50 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/EV/24/5624**

**Re: Property at 43/9 HARVESTERS WAY, EDINBURGH, EH14 3JP (“the Property”)**

**Parties:**

**PLACES FOR PEOPLE SCOTLAND LTD, 1 HAY AVENUE, EDINBURGH, EH16 4RW (“the Applicant”)**

**MR ERIC SIKOWSFIE, 43/9 HARVESTERS WAY, EDINBURGH, EH14 3JP (“the Respondent”)**

**Tribunal Members:**

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

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) grants an order in favour of the Applicant against the Respondent for recovery of possession of the private residential tenancy under ground 12 of schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.**

**Background**

1. An application had been received under Rule 109 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking recovery of possession under a private residential tenancy by the Applicant against the Respondent for the Property.

2. The application contained: -
  - a. The tenancy agreement,
  - b. The notice to leave with evidence of service
  - c. section 11 Notice with evidence of service
  - d. rent statement
  - e. copy of the rent increase
  - f. Pre-action requirement letters
3. The applicant emailed the tribunal on 3 June 2025, attaching a further updated rent statement. Showing that the rent arrears were now £8,081.59. The last payment for rent was on 11 February 2025. This had been copied to the respondent.
4. A case management discussion took place on 23 June 2025. In attendance were the applicant's agent, Melissa Wilson, of Patten & Prentice LLP. The respondent also appeared.
5. Notice of the case management discussion had been made by sheriff officers on 2 April 2025.

### Discussion

6. The applicant advised that they were seeking an order for recovery of possession of the property under ground 12 (three months' rent arrears).
7. They were also seeking an order for payment. The rent arrears were now £8,081.59. The agent moved to amend the sum sued for to this new sum. The respondent accepted that this sum was due and did not object to the amendment. The tribunal amended the sum sued for.
8. The agent advised that the rent arrears had begun to accrue in August 2023 and had been increasing since that date. They were now £8,081.59.
9. The agent advised that the last payment was for £1,500 and it had been made in February 2025.
10. The agent was opposed to the time to pay application that had been made by the respondent. The agent submitted that they had no faith that the respondent would be able to maintain or have the ability to pay the offer that the respondent was proposing.

11. The agent advised that the landlord had said no to a request by the tenant to put another person onto the tenancy agreement. Given the level of rent arrears, it would not be appropriate. It would also have complicated and confused who owed the arrears.
12. She advised that the tenancy agreement commenced on 21 May 2023. The notice to leave was served on 4 October 2024, the arrears were around £4000 at that time and were now in excess of £8000.
13. The landlord had sent letters out advising of the arrears, but there had been no real attempt by the tenant to address the rent arrears and maintain rental payments.
14. The rent due was also about to increase to around £834 per month.
15. She submitted that the landlord considered that the respondent did not have the ability to make the rental payments.
16. She submitted that the statutory tests were met, and it would be reasonable to grant the order.
17. The respondent advised that he wished to remain in the property if possible.
18. He had contacted the landlord and proposed that another person come into the tenancy and be added onto the tenancy agreement. The landlord had refused.
19. The respondent advised that his girlfriend had previously resided at the property, they had shared the rent, she had left, and he had become the sole tenant.
20. The respondent advised that he lived alone in the property. He was a single male. He was 30 years old. He was employed in a security role. He relied solely on his income and was not in receipt of any benefits.
21. He had been trying to pay the rent and arrears. He said he had been struggling to do so with only one income coming into the property.
22. He had been looking at other accommodation if he had to leave the property. He would stay with friends for a period until he got a new tenancy.
23. He had been supporting his mother and family, who stayed in Ghana because his mother had been ill. He was paying for hospital bills. He advised that he should have made his rent a priority, but he had been unable to do so. He said he had been sending money to his mum since 2017.
24. He was offering to repay the rent and arrears at the sum of £1600 per month.

25. In terms of the time to pay application he suggested that he could repay the rent arrears at a rate of £800 over a nine-month period.
26. The applicant's agent advised that they did not consider that the respondent would be able to meet the terms of the time to pay arrangement at £800 per month.

### Findings in Fact

27. The Tribunal found the following facts established: -
28. There existed a private residential tenancy.
29. The tenants were Eric Sikowsfie.
30. The landlord was Places for People Scotland – Residential.
31. The property was 43/9 Harvesters Way, Edinburgh
32. The tenancy commenced on 1 May 2023.
33. The tenancy stated that rent was £710.00 a calendar month, payable in advance. The rent had increased to £787.61 since July 2024.
34. There were rent arrears on the rent account since at least August 2023.
35. Rent arrears as of December 2024 were £4,855.93
36. Rent arrears as of 3 June 2025 were £8,081.59
37. There was submitted a notice to leave dated 14 October 2024, stating that an application would not be made until 14 November 2024. It sought eviction under ground 12 rent arrears. It set out that the respondent had been in arrears since August 2023 and the current balance due was £4,280.871. There was evidence of service of the notice.
38. A section 11 notice had been sent to the local authority advising that the landlord was seeking possession of the property. There was evidence of service.
39. There was evidence that the pre-action protocol requirements had been followed.
40. There was no evidence of failure or delay in any benefit payment to the respondent.
41. The respondent had failed to pay some of his rent and arrears since August 2023. The respondent was 30, single and male. He struggled to pay the rent

for the property by himself. He had other outgoings, including assisting with paying for his mother's health needs.

42. There were rent arrears on the account since August 2023. The arrears had been accruing since that date. The arrears were now significant.

### Reasons for Decision

43. Section 51 of the 2016 Act provides the Tribunal with the power to grant an order for eviction for a private residential tenancy if it finds that one of the grounds in Schedule 3 of the Act applies.

44. The ground which the Applicant seeks eviction under is ground 12. It is in the following terms :-

#### *12 Rent arrears*

*(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.*

*(2) [...]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 [ — ] 3 [*

*(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. ] 3*

*(5) For the purposes of this paragraph— ...*

40. The applicant confirmed that they sought an order for eviction based on the fact that the respondent had been in rent arrears for three or more consecutive months. When the notice to leave was served in October 2024, the respondent had been in rent arrears for well over three months. The rent statement showed that there had been rent arrears on the rent account since August 2023. There appeared to be no benefit issues which were causing the arrears. It appeared that the first part of ground 12 was met.
41. Given that the first part of the ground is met, the tribunal is therefore required to proceed to consider whether it would be reasonable to grant the order.
42. We find it would be reasonable to grant the order for eviction; in coming to this conclusion, we took into account the following matters:-
43. The respondent appeared and advised that he would wish to stay in the property if possible. However, in the course of hearing from the respondent, he advised that he had struggled to meet the rental payments by himself. It appeared to the tribunal that this would continue to be the case. We concluded he would not be able to meet the rental payments by himself and also, pay off the arrears. The rent is now due to go up to over £830 per month and it was unclear how the applicant was going to pay an increased rent together with the rent arrears. While the respondent did not have a new tenancy to move to, he indicated he would be able to stay with friends until he secured a new tenancy. The respondent had no dependents residing in the property with him and did not appear to have any other vulnerabilities. It appeared to the tribunal that there were no issues of reasonableness which required to be determined at a hearing.
44. The tribunal also took into account that the arrears were now £8,081.58. Arrears had been accruing on an ongoing basis and were now significant. While the respondent had made some payments to the rent, they were not significant. The last payment was for £1,500 on 11 February 2025, which is over 4 months ago. The rental payments were not made consistently, and they did not cover the rent due and did not reduce the arrears.
45. Accordingly, considering the papers before us and the oral submission by the applicant, the tribunal was prepared to grant the order for recovery of possession, given that the first part of ground 12 was met and in all the circumstances it appeared to us to be reasonable to grant the order.

46. The tribunal considered the time to pay application. The respondent is offering to pay £800 per month towards the sum sued. We calculate that it would take him 11 months to pay that sum in full. The applicant's agent advised that they did not believe he would be able to meet those payments; however if he was able to do so, they would not object to the time to pay order being made. In view of the fact that the tribunal intends to make an order for an eviction, the tenant may not be paying the same level of rent and may be able to pay the time to pay order. We will grant the time to pay application on the following terms: the respondent shall repay the rent arrears at £800 per month over an 11-month period.

### Decision

47. The Tribunal grants an order in favour of the Applicant against the Respondent for recovery of possession of the private residential tenancy under ground 12 of schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.

### **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

**Melanie Barbour**

**23 June 2025**

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**Legal Member/Chair**

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**Date**