

**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/24/5152**

**Re: Property at 16 Ravenscraig Road, Peterhead, AB42 1QT (“the Property”)**

**Parties:**

**Mr Kevin John Ritchie, Mrs Stephanie Jane Ritchie, 22 Lea Rig Road,  
Peterhead, AB42 3NP (“the Applicant”)**

**Mr Renalds Streikiss, 16 Ravenscraig Road, Peterhead, AB42 1QT (“the  
Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member) and Mary Lyden (Ordinary Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the provisions of ground 12 of schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) have been met, and it would be reasonable to make an eviction order.

The Tribunal therefore made an eviction order under section 51 of the 2016 Act.

**Background**

- 1** This is an application for an eviction order under rule 109 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”), and section 51 of the 2016 Act. The Applicant relied upon ground 12 of schedule 3 of the 2016 Act as the ground for possession, citing unpaid rent.
- 2** The application was referred to a case management discussion (“CMD”) to take place by teleconference on 5 August 2025. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers on 16 June 2025.
- 3** Both parties were invited to make written representations in advance of the CMD. On 8 July 2025, the Tribunal received an updated rent statement from

Peterhead Property Agency. The Tribunal received no written representations from the Respondent.

## **The CMD**

- 4** The CMD took place on 5 August 2025 at 10am by teleconference. The Applicant was represented by Mrs Laura Wilson of Peterhead Property Agency. The Respondent did not join the call. Mrs Wilson advised that the Applicant had received no contact from the Respondent. The Tribunal noted that the Respondent had been given proper notice of the CMD under Rule 17(2) of the Rules. The Tribunal therefore delayed the commencement of the CMD for a short period before determining to proceed in his absence.
- 5** The Tribunal had the following documents before it:-

  - (i) Form E application form;
  - (ii) Title sheet confirming the Applicant's ownership of the property;
  - (iii) Excerpt from the online landlord register confirming the Applicant's landlord registration;
  - (iv) Private residential tenancy agreement between the parties;
  - (v) Notice to leave and proof of delivery upon the Respondent;
  - (vi) Section 11 notice and proof of delivery upon the local authority;
  - (vii) Copy correspondence from Peterhead Property Agency to the Respondent in accordance with the rent arrears pre-action protocol;
  - (viii) Rent statements; and
  - (ix) Written mandate from the Applicant authorising Peterhead Property Agency to represent them.
- 6** The Tribunal heard submissions from Mrs Wilson on the application. The following is a summary of the key elements of the submissions and is not a verbatim account.
- 7** Mrs Wilson explained that the Applicant sought an eviction order. The Respondent had been in employment when he moved into the property, but subsequently lost his job resulting in the rent payments dwindling. The Applicant had tried to help him by arranging a payment plan, but the Respondent had gone off the radar. Mrs Wilson had also written to the Respondent on the Applicant's behalf in accordance with the rent arrears pre-action protocol, and had been in communication with him by text message regarding his arrears. There had been no rent payments since September 2024. Neighbours were now complaining about alleged drug use and parties at the property. There had been difficulties getting access for gas safety checks. It appeared that the gas supply was not being used. The let property was a two bedroom flat. The Respondent resided there alone. Mrs Wilson confirmed that there was no proof that the Respondent was entitled to benefits. She had contacted universal credit to secure direct payments but had been told this was not possible. Mrs Wilson was not aware of any health issues or vulnerabilities and did not know what the Respondent's intentions were regarding rehousing. She had not been contacted by any other housing providers. The Respondent was still residing in the property.

- 8 The Tribunal adjourned the CMD to deliberate, at which point Mrs Wilson left the call, before resuming the CMD and confirming the outcome.

### **Findings in fact**

- 9 The Applicant is the owner and landlord, and the Respondent is the tenant, of the property in terms of a private residential tenancy agreement, which commenced on 13 May 2024. The Applicant is a registered landlord.
- 10 In terms of clause 7 of the tenancy agreement the Respondent undertook to pay rent at the rate of £450 per calendar month, payable in advance.
- 11 The Respondent has failed to pay rent as agreed. The Respondent's payments towards the rent account have been sporadic and inconsistent since the commencement of the tenancy. As at the date of this decision, rent arrears of £4950 have accrued.
- 12 The Respondent resides alone. The Respondent is believed to be unemployed at present. The Respondent has no known health issues or vulnerabilities.
- 13 The rent arrears are not known to be due to any failure or delay in the payment of a relevant benefit.
- 14 The Applicant has written to the Respondent with information regarding his rental obligations and the rent arrears, has directed him to agencies for advice and support, and has offered to enter into reasonable payment plans.
- 15 The Applicant has given the Respondent a notice to leave as defined by section 62 of the 2016 Act. The notice to leave was sent to the Respondent by email on 2 October 2024 and stated that an application would not be made to the Tribunal any earlier than 2 November 2024. The notice to leave included ground 12 of schedule 3 of the 2016 Act.
- 16 The Respondent consented to the delivery of notices by email under clause 4 of the tenancy agreement.
- 17 The Applicant sent a notice under section 11 of the Homelessness etc (Scotland) Act 2003 to the local authority by email at the time of making this application.

### **Reasons for decision**

- 18 The Tribunal was satisfied that it could make relevant findings in fact to reach a decision on the application following the CMD and in the absence of a hearing under rule 18 of the Rules. The Respondent had not sought to challenge the terms of the application, and had not put forward anything to contradict the Applicant's evidence, which the Tribunal accepted as fact.

- 19 Section 52(2) of the 2016 Act states that “*an application for an eviction order must be accompanied by a copy of a notice to leave which has been given to the tenant*”. The Tribunal was satisfied based on the application paperwork that the Applicant had given the Respondent a notice to leave that meets the statutory definition under section 62 of the 2016 Act.
- 20 Section 51 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 an application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.*”
- 21 The Tribunal considered the wording of ground 12 of schedule 3 of the 2016 Act:-

**“Ground 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** Based on its findings in fact, the Tribunal was satisfied that paragraphs 1 and 3(a) of ground 12 were met in this case. The Tribunal relied primarily on the rent statements produced by the Applicant, which provided a clear history of the Respondent's rent payments, or lack thereof. The rent account had been in arrears since June 2024. The Tribunal therefore went on to consider whether it would be reasonable to issue an eviction order on account of those facts, which required the Tribunal to identify the factors in this case relevant to an assessment of reasonableness.
- 23** The Tribunal had limited information regarding the Respondent's circumstances as he had chosen not to participate in the proceedings. The Tribunal did however accept the submissions from Mrs Wilson on this point, which were clear and consistent. There were no dependents residing with the Respondent who would be at risk of homelessness. The Respondent did not have any health issues that would render him particularly vulnerable. He was capable of employment, as evidenced by the fact that he had been in work when the tenancy commenced. He had provided no credible explanation as to why rent had gone unpaid for such a prolonged period of time. The Applicant had made efforts to support the Respondent in addressing the arrears in line with their duties under the rent arrears pre-action protocol, to no avail, and there was no evidence to suggest that the arrears were a result of a failure or delay in payment of a benefit to which the Respondent may be entitled. The arrears were now significant, amounting to approximately 11 months of unpaid rent.
- 24** Accordingly, having assessed those factors relevant to reasonableness in this case, the Tribunal concluded that the balance weighed in favour of making an eviction order, and that ground 12 had been met.
- 25** The decision of the Tribunal was unanimous.

### **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.**

## Ruth O'Hare

