



**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/25/3039

Re: Property at 17 Woodlands Court, 44 Barnton Park Avenue, Edinburgh, EH4 6EY (“the Property”)

Parties:

Mr Alan Dickson and Mrs Diane Dickson, both 10 Glenfinlas Street,, Edinburgh, EH3 6AQ; 10 Glenfinlas Street, Edinburgh, EH3 6AQ (“the Applicants”) and

Mr Matt Martin, 17 Woodlands Court, 44 Barnton Park Avenue, Edinburgh, EH4 6EY (“the Respondent”)

Tribunal Members:

George Clark (Legal Member) and Nick Allan (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and issued an Eviction Order against the Respondent.

Background

1. By application, dated 15 July 2025, the Applicants sought an Eviction Order under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the Act”). The Grounds relied on were Grounds 11 and 12 of Schedule 3 to the Act, namely that the tenant has failed to comply with an obligation under the tenancy and that the tenant has been in rent arrears for three or more consecutive months.
2. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Parties, commencing on 29 February 2024 at a monthly rent of £1,400, a Notice to Leave, dated 16 May 2025, advising the Respondent that the Applicants were seeking an Eviction Order under

Grounds 11 and 12 of Schedule 3 to the Act and that an application to the Tribunal would not be made before 16 June 2025, a Rent Statement showing arrears as at 1 May 2025 of £5,900, and copies of screenshots advertising a room in the Property on Airbnb between October 2025 and February 2025. The Applicants also provided the Tribunal with a copy of a pre-action protocol letter of 8 July 2025, signposting the Respondent to various sources of possible assistance and, on 19 January 2026, an updated Rent Statement showing arrears as at 1 January 2026 of £17,100, with no rent at all having been paid since 4 February 2025.

3. The Applicants contended that the Respondent had breached the terms of Clauses 6 and 11 of the tenancy agreement. Clause 6 requires the tenant to obtain the landlord's written permission before carrying out any trade, business or profession in the Property and Clause 11 prohibits sub-letting of the Property or any part of it without the prior written consent of the landlord.
4. On 4 December 2025, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 25 December 2025. The Respondent did not make any written representations to the Tribunal.

Case Management Discussion

5. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 28 January 2026. The Applicants were present and were represented by Mr Alastair Johnston of Morton Fraser MacRoberts, solicitors Edinburgh. The Respondent was not present or represented.
6. Mr Johnston told the Tribunal that no payments had been made since the date of the application. His understanding was that the Respondent is still living in the Property.

Reasons for Decision

7. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a Hearing.
8. Section 51 of the Act states that the 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.
9. Ground 11 of Schedule 3 to the Act states that it is an Eviction Ground that the tenant has failed to comply with an obligation under the tenancy and the Tribunal may find the Ground applies if the tenant has failed to comply with a

term of the tenancy and the Tribunal considers it to be reasonable to issue an Eviction Order on account of that fact.

10. The Tribunal was satisfied from the screenshots showing that the Respondent had advertised a room in the Property on Airbnb and a number of reviews within that screenshots from parties who had lived there as a result of the advertisement, that the Respondent was in breach of Clause 11 of the tenancy agreement, which prohibits him from sub-letting the Property or any part of it without the prior written permission of the landlord. The Tribunal also made a finding that the Respondent had breached Clause 6 of the tenancy agreement. By living in the Property as a landlord under a sub-tenancy, he was carrying out business in the Property.
11. Ground 12 of Schedule 3 to the Act states that it is an Eviction Ground that the tenant has been in rent arrears for three or more consecutive months and that the Tribunal may find that Ground 12 applies if, for three or more consecutive months, the tenant has been in arrears of rent and the Tribunal is satisfied that it is reasonable on account of that fact to issue an Eviction Order. In deciding whether it is reasonable to issue an Eviction Order, the Tribunal is to consider 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 the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers.
12. The Tribunal was satisfied that the requirements of Grounds 11 and 12, including compliance with the pre-action protocol, had been met and the only question for the Tribunal was whether it would be reasonable to issue an Eviction Order.
13. The Tribunal noted that this was not simply a case of a tenant allowing a friend or family member to live in the Property without the Applicants' consent. He had actively advertised a room in the Property which he knew would be occupied by complete strangers. This was a very serious breach of the tenancy agreement, and the Tribunal regarded it as reasonable to issue an Eviction Order on that Ground alone. The Tribunal also noted that the Respondent has paid no rent for almost a year and that he made no written representations and chose not to attend or to be represented at the Case Management Discussion, so had provided the Tribunal with no information in relation to his personal circumstances that he wished the Tribunal to take into account in arriving at its Decision. Accordingly, having considered all the evidence before it, the Tribunal decided that it would be reasonable to issue an Eviction Order.
14. The Tribunal's Decision 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.

George Clark

Legal Member/Chair

28 January 2026
Date