

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**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/25/1697**

**Re: Property at 100 Oldwood Place, Livingston, EH54 6US (“the Property”)**

**Parties:**

**Dawnside Holdings Ltd, Geddes House, Kirkton Road North, Livingston, EH54 6GU (“the Applicants”)**

**Mr Zsolt Hollik, 100 Oldwood Place, Livingston, EH54 6US (“the Respondent”)**

**Tribunal Members:**

**George Clark (Legal Member) and Elizabeth Dickson (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 granted and issued an Eviction Order against the Respondent.**

**Background**

1. By application received by the Tribunal on 22 April 2025, the Applicants sought an Eviction Order against the Respondent under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”). The Ground relied on in the amended application was Ground 12 of Schedule 3 to the 2016 Act, namely that the rent had been in arrears over three or more consecutive months.
2. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Parties commencing on 1 October 2023 at a rent of £850 per month, a Notice to Leave dated 14 March 2025 advising the Respondent that an application to the Tribunal under Ground 12 would not be made before 18 April 2025, a pre-action protocol letter dated 18 March 2025 and a Rent Statement showing arrears as at 1 April 2025 of £18,725. The Applicants explained that the tenancy agreement replaced an earlier one, due to a change in the ownership of the Property, so the arrears accrued up to the

date of commencement of the current tenancy agreement fell to be deducted, the arrears being, therefore, £12,504. No payment of rent had been made since 3 January 2024. The Applicants also provided a copy of a letter of 14 March 2024 from Dunedin Advisory, confirming that the Respondent was sequestered with effect from 25 May 2023.

3. Following a Case Management Discussion was held on 10 November 2025, the Tribunal issued an Eviction Order against the Respondent. On 11 December 2025, on an application by the Respondent, the Tribunal decided to Recall its Decision and remitted the case to a full evidential Hearing. The principal reason for the Recall was that, although the case papers had been effectively served by sheriff officers by being affixed to the door of the Property, the Respondent stated that he had never received them and this raised the possibility that another resident in the building or a passer-by might have tampered with the documents before they were received by the Respondent, although the Tribunal noted that he had stated that he had a “proper letter box for any size letter”, which appeared to be a reference to the fact that the sheriff officers stated in their certificate of service that they had affixed a copy to the main door of the Property “there being no letterbox”, and it was not clear how the Respondent had become aware that the papers had been served in that way, unless he received them. The Respondent also claimed that the rent arrears were less than had been stated by the Applicants.
4. The Tribunal issued with its Recall Decision, a Direction to the Respondent to provide certain information to the Tribunal, including evidence that the previous landlord or the Applicants agreed to any improvements and repairs and stated that these could be deducted from rent, evidence of his medical condition and a brief submission setting out his reasons for failing to pay rent.
5. On 23 January 2026. The Respondent advised the Tribunal of certain health conditions but did not consent to the information being shared with the Applicants. On 2 February 2026, he provided extensive written representations to the Tribunal. He contended that he had a gentlemen’s agreement with the previous landlord that he could carry out improvements and repairs and that he had been told that the rent agreement was only a “formality”. He did not provide any documentation to support his claim or any receipts relating to any work carried out, or evidence that the previous landlord or the Applicants had agreed to any such work. He provided complete Rent Statements from the date of commencement of the first tenancy. Insofar as they related to the present tenancy agreement, they were the same statements as had been provided by the Applicants, and the Respondent did not appear to be contesting the figures. The Respondent stated that he has been in touch with the local authority regarding being rehoused and that he has four dogs which would require to be rehomed before he could move out. He said that he had been struggling with his health situation and was not sure if he would attend the Hearing. On 25 January 2026, the Respondent had advised the Tribunal that he had found accommodation for two of his dogs with effect from 3 February 2026.

### **The Hearing**

6. A Hearing was held by means of a telephone conference call on the morning of 5 February 2026. The Applicants were represented by Mr Alistair Donaldson. The Respondent had contacted the Tribunal earlier in the morning to say he was unwell and would not be attending. He did not ask for a postponement. The Tribunal decided to proceed in his absence, as it had extensive written representations and he had, in these submissions, indicated that he might not be attending the Hearing.
7. Mr Donaldson confirmed the basic facts of the case and told the Tribunal that no payments of rent had been received for more than two years. His view was that the Respondent had tried everything he could to delay the process of the application.

### **Findings in Fact**

- i. The Parties entered into a tenancy agreement commencing on 1 October 2023 at a rent of £850 per month.
- ii. The rent was increased to £880 per month on 1 April 2024.
- iii. The Respondent has not paid any rent since 3 January 2024.
- iv. The rent arrears at the date of the application were £12,504 and the Respondent has paid no rent since that date.
- v. The most recent Rent Statement provided by the Applicants shows arrears of £20,430 as at 1 December 2025.
- vi. The Applicants have served a valid Notice to Leave and a pre-action protocol letter.

### **Reasons for Decision**

8. Section 51 of the 2016 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 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.
10. The Tribunal was satisfied that the requirements of Ground 12 had been met and the only question for the Tribunal was whether it would be reasonable to issue an Eviction Order.

11. The Tribunal noted the submission of the Respondent. It did not consider any gentlemen's agreement that the Respondent claimed to have had with the previous landlord to be relevant to the application. That would be a matter for him to take up with the previous landlord. The Respondent has paid no rent whatsoever since January 2024 and, whilst the Tribunal noted that he suffers certain health conditions, these did not excuse his failure to pay any rent for two years, nor did the fact that he was sequestered affect his ongoing liability to pay the rent. He had offered no credible defence to the application.
12. Having considered all the evidence before it, and in particular the very high level of rent arrears and the fact that the Respondent has paid nothing at all for two years, the Tribunal decided that it would be reasonable to issue an Eviction Order.
13. The Tribunal did not consider it appropriate to extend the date on which its Order can be enforced. The Tribunal accepted that the Respondent has certain health conditions and that he must rehome his dogs, but those considerations were outweighed by the fact that he has made no effort to pay current rent, let alone reduce the huge arrears that have built up since January 2024.
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

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**Legal Member/Chair**

**5 February 2026**  
**Date**