



**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/25/4769**

**Re: Property at Flat 3/1 346 Langside Rd, Glasgow, G42 8XR (“the Property”)**

**Parties:**

**Brick Lane Properties Ltd, 133 Barfillan Drive, Glasgow, G52 1BY (“the Applicant”)**

**Mrs Simona Covaci, Mr Florian Covaci, Flat 3/2 346 Langside Rd, Glasgow, G42 8XR (“the Respondent”)**

**Tribunal Members:**

**Fiona Watson (Legal Member) and Elizabeth Williams (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for eviction of the Respondent from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under ground 12 of schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016.**

- Background
- 1. An application was submitted to the Tribunal under Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). Said application sought a repossession order against the Respondent on the basis of rent arrears accrued by the Respondent under a private residential tenancy, being Ground 12 under Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”).
- Case Management Discussion

2. A Case Management Discussion (“CMD”) took place on 5 June 2026 by conference call. The Applicant was represented by Nicola Kelly, Property Manager. The Respondent did not attend nor were they represented. The papers had been served on the Respondent personally by Sheriff Officer on 30 April 2026.
3. The day prior to the CMD, on 4 June 2026 at 15.06, Govan Law Centre contacted the tribunal administration by email advising that they had “been approached” by the Respondent and that the Respondent had advised them that she had a “court date on 15 June at 3pm.” Govan Law Centre advised that they had not had sight of any papers. The tribunal administration notified Govan Law Centre that the CMD was fixed for 5 June at 2pm and a copy of the papers was sent to them by email. The Applicant’s representative advised that she had been contacted by Govan Law Centre who had advised her that they had no information about the case and therefore would not be joining the call. The Tribunal was satisfied that the Respondent had received proper notification of the CMD and that the CMD could proceed in their absence.
4. The Applicant’s representative moved for the Order to be granted as sought. The Applicant had purchased the Property at auction in early 2024 and the Respondent was a tenant at that time under an agreement entered into with the previous owner. The parties entered into a Private Residential Tenancy Agreement (“the Agreement”), which commenced 1 August 2024. The Respondent had fallen into arrears of rent immediately and had been in a continuous arrear since then. A Notice to Leave had been served on the Respondent on the basis of Ground 12 of Schedule 3 to the 2016 Act, on 26 June 2025. The arrears at the date of submission of the application were £13,130. They had continued to increase since then. It was submitted that the arrears at the date of the CMD were in the region of £15k - £16k. Attempts had been made to discuss matters with the Respondent but they had failed to engage. The Respondent is believed to be from Romania and their English is poor. It is believed that there may be two school-aged children in the Property but the Applicant is not clear on who is occupying the Property, as there have been different family members in the Property, and communicating on behalf of the Respondent, over time. The Applicant’s representative submitted that the Respondent had indicated that if the Applicant paid them £5000, they would vacate the Property. Whilst it was noted that the Agreement stated Simona Covaci as being a sole tenant, Mr Florian Covaci was a joint tenant under the tenancy in place at the time the Property was purchased by the Applicant and was believed to still be residing in the Property and therefore was deemed by the Applicant to have status as a joint tenant.
5. It was submitted that the Applicant had offered the Respondent alternative accomodation which had a lower rent, but this had been refused. Damage was being caused to the flat below the Property due to water leaking from the Property, believed to be due to the Respondent carrying out a washing business from the Property. It was submitted that the Applicant had seen evidence from social media that the Respondent had spent the summer of 2025

in Romania, leaving the Property unoccupied, and appeared to have access to funds.

6. The following documents were lodged alongside the application:

- (i) Copy Private Residential Tenancy Agreement
- (ii) Copy Notice to Leave
- (iii) Proof of service of the Notice to Leave
- (iv) Section 11 notification to the local authority under the Homelessness etc. (Scotland) Act 2003
- (v) Rent statement

- Findings in Fact

7. The Tribunal made the following findings in fact:

- (i) The parties entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced on 1 August 2024;
- (ii) In terms of Clause 8 of the Agreement the Respondent was due to pay rent to the Applicant in the sum of £840 per calendar month payable in advance;
- (iii) The Applicant has served a Notice to Leave on the Respondent on the basis of Ground 12 of Schedule 3 to the 2016 Act, and which was served on 26 June 2025;
- (iv) The Respondent has been in continuous arrears of rent since April 2024;
- (v) The Respondent was in arrears of rent amounting to £13,130 at the date of submission of the application and the arrears had continued to increase thereafter.

- Reasons for Decision

8. Section 51 of the 2016 Act states as follows:

*51 (1) 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.*

*(2) The provisions of schedule 3 stating the circumstances in which the Tribunal may find that an eviction ground applies are exhaustive of the circumstances in which the Tribunal is entitled to find that the ground in question applies.*

*(3) The Tribunal must state in an eviction order the eviction ground, or grounds, on the basis of which it is issuing the order.*

*(4) An eviction order brings a tenancy which is a private residential tenancy to an end on the day specified by the Tribunal in the order.*

9. *Ground 12 of Schedule 3 to the 2016 Act states as follows:*

*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.*

10. The Tribunal was satisfied that a Notice to Leave had been served on the Respondent and which specified that ground, in accordance with the requirements of section 52 of the 2016 Act. The Tribunal was satisfied that the terms of Ground 12 of Schedule 3 to the 2016 Act had been met, namely that the Respondent has been in continuous arrears of rent for at least three months up to and including the date of the CMD. The Tribunal was satisfied that there was no information before it to suggest that the tenant's being in arrears of rent over that period was either wholly or partly a consequence of a delay or failure in the payment of a relevant benefit.

11. The Tribunal was satisfied that it was reasonable to grant the Order sought. The Respondent had been in arrears of rent since April 2024. No explanation had been given by them as to the reason for falling into arrears. The arrears were now substantial. No efforts had been made by the Respondent to enter into a payment plan or clear the arrears. The Tribunal was satisfied that the Applicant had taken appropriate steps to try and engage with the tenant and offer them assistance. In the absence of any representations by the Respondent to the contrary, the Tribunal was satisfied that it was reasonable to grant the Order.

- Decision

12. The Tribunal granted an order against the Respondent for eviction of the Respondent from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under ground 12 under schedule 3 to 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.**

**Fiona Watson**

**Legal Member/Chair**

**Date: 5 June 2026**