



**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 (“the Act”)**

**Chamber Ref: FTS/HPC/EV/25/4819**

**Re: Property at Flat 3, 1 Merlin Crescent, Edinburgh, EH5 1RN (“the Property”)**

**Parties:**

**C - urb 6 LTD, Link House, 2C New Mart Road, Edinburgh, EH14 1RL (“the Applicant”)**

**Miss Siobhan Schulberg, Flat 3, 1 Merlin Crescent, Edinburgh, EH5 1RN (“the Respondent”)**

**Tribunal Members:**

**Steven Quither (Legal Member) and Sandra Brydon (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) UNANIMOUSLY determined to grant the order for eviction sought by the Applicant.**

**BACKGROUND**

1. This is an application dated and lodged on 7 November 2025 by the Applicant’s representative, Harper MacLeod, Solicitors, Glasgow (“HM”) to bring to an end a Private Residential Tenancy (“PRT”) between Link Housing Association Ltd (“Link”) and the Respondent in respect of the Property commencing 2 March 2022 and at an initial rent of £679-90 per month, which has increased over the duration of the tenancy to £817-58 per month, subject to a 10% reduction for reasons explained later. The Applicant is a wholly owned subsidiary of Link and leased the Property and others from Link as from 1 April 2022 by inter-group lease from Link, dated 1 and 7 April 2022.

2. An associated application for payment of rent arrears, under Tribunal reference CV/25/4856, was considered along with this application.
3. After Tribunal requests for further information and clarification dated 2 December 2025 and 26 January 2026 were answered by HM on 22 December 2025 and 26 January 2026 respectively, the Tribunal accepted the application by Notice of Acceptance of 17 February and a Case Management Discussion ("CMD") was duly fixed for 4 June, both 2026.
4. Prior to the CMD, preliminary consideration of the supporting documentation for this application confirmed Notice to Leave dated 8 September 2025 was served on the Respondent by Royal Mail Recorded Delivery on the same date and signed for by the Respondent on 9 September 2025, based on the Respondent then being in rent arrears over 3 consecutive months (Ground 12 of Schedule 3 of the Act). Said Notice was also sent to the Respondent by email on 8 September 2025.
5. On 5 November 2025, the appropriate local authority was notified of the application in terms of s11 of the Homelessness etc. (Scotland) Act 2003.
6. As at 7 November 2025, when this application was lodged, there were outstanding rent arrears of £27964-02, approximately 34 months' worth of rent.
7. Pre-action protocol appears to have been complied with by notes contained in the Notice to Leave previously referred to and also by correspondence to the Respondent regarding rent arrears due as at 26 August, and 7 October 2024, bringing to the Respondent's attention outstanding rent arrears and with advice and information as to how to attend to same, either by way of payment or taking further advice.
8. By email of 30 January 2026, HM provided details of rent increases as from 1 June 2022 (£715 per month), 4 July 2023 (£700-30 per month), 8 July 2024 (£768-58 per month) and 8 July 2025 (£817-58 per month), as well as a rent statement to 1 January 2026, showing total rent arrears of £30253-24.
9. Personal service of this application and associated documentation was made on the Respondent by sheriff officers on 28 April 2026.
10. By email of 3 June 2026, HM lodged a further rent statement to 1 June 2026, showing rent arrears of £3932-34, resulting from a payment of £30000 towards all rent arrears on 28 April 2026, explaining also that said £3932-34 was subject to a 10% deduction and accordingly the sum upon which the application was

based now stood at £3850-58. Notwithstanding said payment of £30000, the rent statement also confirmed the Respondent to have been in rent arrears for at least 3 months and for there to be at least 1 month's rent due as at the forthcoming CMD on 4 June.

11. At all times the Tribunal was aware that in relation to this eviction case, it required to be satisfied not only that the formal requirements regarding same had been complied with but also that it was reasonable to make the order for repossession.

#### **CASE MANAGEMENT DISCUSSION on 4 JUNE 2026**

12. The CMD took place by teleconference and commenced shortly after 10am, with Sheryl Dempster from HM and Gillian Hallis and Marianne McLellan from the Applicant attending. There was no attendance or representation by or on behalf of the Respondent.
13. In their submission to the Tribunal and in response to questions asked by the Tribunal, Mesdames Dempster, Hallis and McLellan advised, submitted and confirmed:--
  - a) The Property required major repair work and the Applicant had been trying to reach agreement with the Respondent for her to be decanted to enable this to be done but this had not proved possible;
  - b) They had agreed to reduce the rent due by 10% to take account of repairs required, which 10% reduction showed on the rent statements, with a backdate of same from the start of the tenancy showing as rent adjustments made on 23 January 2025;
  - c) The Respondent paid rent due into a separate account but then made the £30000 payment in April 2026, although the parties had not had any discussion or reached any specific agreement for her to do so. She did however advise the Applicant's income team at that time that she had lost her job and would make some payment;
  - d) The Respondent is 54 and has a son aged 26, who lives with her in the Property, which is a ground floor flat;
  - e) Soon after she moved in from another of the Applicant's properties to this newly built property in 2022, the Respondent had brought various "snagging" type complaints to the Applicant's attention, namely untidy

- silicone sealing of tiles, carpet fitting, a radiator not heating to its full width and a toilet seat which she did not consider suitable for her and her family;
- f) In the investigation of these relatively minor issues, however, more serious problems had been discovered, namely dampness in a living-room cupboard, a likely requirement to completely replace the whole bathroom and water ingress to the ground floor, likely requiring the whole ground floor to be uplifted to enable any investigation to consider the sub-floor too;
  - g) Some of the original contractors were no longer trading, so the Applicant could not revert to them under any building retention to effect repairs etc;
  - h) The Property was part of a 136 property development and since the issues came to light the Applicant had been trying to agree a decant with the Respondent. This included a meeting with her in 2024 but she had been obstructive, verging on abusive and no resolution had been reached;
  - i) At least 8 different properties had been offered to the Respondent for decant and in addition each rent statement to her included an invitation to her to contact the Applicant to discuss, but she failed to do so, June 2025 being the last time she had been in touch;
  - j) The Applicant was not aware of any accessibility requirements such as would require the Respondent to need a ground floor property, one of the properties offered to her had been a second floor property near to the Property;
  - k) The Applicant did not consider the essential works now needing done could be done while the Applicant was still residing in the Property and they considered they had done all they could to sort out a decant for her, but to no avail due to her failure to engage; and
  - l) Accordingly, they considered they now had no option but to seek the order for eviction now sought, in order to carry out essential, substantial repairs.

### **FINDINGS IN FACT**

14. The parties entered into a PRT for the Property commencing 2 March 2022 and at an initial rent of £679-90 per month, which has now increased by rent reviews to £817-58 per month, subject to a 10% rent adjustment due to issues with the Property.

15. The Respondent is in rent arrears of £3850-58 as at the date of the CMD. Said sum amounts to more than 1 month's rent. In addition, the Respondent has been in rent arrears for 3 or more consecutive months.

### **REASONS FOR DECISION**

16. The Tribunal was satisfied that arrears of £3850-58 had accrued per the rent details produced by the Applicant to 1 June 2026 and that the Respondent had been in rent arrears for 3 or more consecutive months and was in arrears of at least 1 month's rent as at the date of the CMD. While a substantial payment had been made, there had been no engagement by the Respondent to agree a repayment plan for the remaining arrears or ongoing rent charges.

17. That being so, and in the absence of any contrary argument or opposition, the Tribunal was of the view that Ground 12 founded upon by the Applicant in this application had been established.

18. Also, in view of the ongoing rent arrears and lack of a payment plan, along with the significant efforts made by the Applicant to arrange alternative accommodation for the Respondent by way of decant to another property in order that essential, substantial repairs could be carried out and the lack of engagement by the Respondent in that process, the Tribunal considered it just and reasonable to grant the order sought. It appeared to the Tribunal that the Applicant had been left with no option but to seek the order now applied for.

### **DECISION**

19. To grant the order for eviction sought by the Applicant.

### **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.**

Steven Quither

4 JUNE 2026

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Legal Member/Chair

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Date