



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 51(1) of the Private Housing
(Tenancies) (Scotland) Act 2016**

Chamber Ref: FTS/HPC/EV/26/1890

Re: Property at 39 Seaview Crescent, Aberdeen, AB23 8RH (“the Property”)

Parties:

Mr Jagan Gogineni, 94 Lockside Marina, Chelmsford, CM2 6HF (“the Applicant”)

**Ms Zita Simon-Papp, Janos Szel, 39 Seaview Crescent, Aberdeen, AB23 8RH
 (“the Respondents”)**

Tribunal Members:

Hilary Macandrew (Legal Member) and Eileen Shand (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that that an Eviction Order be granted.

1) Background

- 1.1 By application dated 27th April 2026 the Applicant sought an Order under Section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016.
- 1.2 The application to the Tribunal was made by Form E and was accepted for determination by the Tribunal on 20th May 2026.
- 1.3 Intimation of the application and of the Initial Case Management Discussion (CMD) was effected upon the Respondents by sheriff officers on 24th August 2026.

- 1.4 The Applicant lodged the following documents in advance of the case management discussion (CMD):-
- Private Residential Tenancy agreement
 - Notice to Leave
 - Section 11 Notice
 - Rent Statement
 - E Mail from Respondents to Applicant dated 13th March 2026
- 1.5 A Case Management Discussion was set to take place on 13th October 2026. Intimation was given to the Respondents by Sheriff Officers on 24th August 2026.

2) The Case Management Discussion ('CMD')

- 2.1 The CMD took place on 13 October 2026. The case was heard at the same time as case FTS/HPC/CV/26/1891 between the same parties. The Applicant did not take part. The Applicant was represented by his solicitor, Ms Siddiq. The Respondents both took part. They were supported by Ms Papp's niece, Ms Claudia Symon, who acted as translator.
- 2.2 Ms Siddiq asked the Tribunal to grant the eviction. She referred to the persistent non-payment of rent since March 2025. She referenced the level of arrears being £10,500 when the proceedings were raised and as at the date of the Tribunal, they were £15,000. She referred to the email from the Respondents to her litigation department on 13th March 2026 which was lodged with the original Application. It included an acknowledgment of receipt of the Notice to Leave, acceptance that there is an outstanding balance and that the Respondents intended to settle the outstanding amount and return the keys on 13th April. Furthermore, it stated that should this not take place, the Respondents understood eviction proceedings would proceed. Ms Siddiq told the Tribunal that the Respondents did not return the keys on 13th April. They continue to occupy the property, and no rent is being paid.
- 2.3 Ms Siddiq explained the Applicant's circumstances. He is married. He formerly lived in the property when he worked in Aberdeen. He moved to England and rented the property to the Respondents from 1st September 2019. He is not a commercial residential landlord. He has only this property which he rents out. Initially there was no written agreement. A private Residential Tenancy Agreement was prepared to reflect the terms agreed between the parties since 1st September 2019. It was prepared by her office and signed on 5th and 9th March 2026. The Applicant has a mortgage to pay on the property. He is paying rent for accommodation in England and is trying to save up to buy a property in England. He is settled in England. His mortgage payments have increased. He is suffering financially as he must use other income and savings to maintain the mortgage on the property. As a gesture of good faith, he has allowed the rent for the tenancy to remain at £750 per month since 1st September 2019 whereas a market rent would be in the region of £1,000.

- 2.4 Ms Siddiq said that the Respondents had not addressed the arrears when the arrears started in March 2025. They only contacted her after the Notice to Leave was served on 12th March 2026 as shown in the said email dated 13th March 2026 produced with the Application form. There has been communication from the Respondents since the proceedings were raised stating that payment of the arrears would be made by family and also that they were intending moving to another property. The Respondents have looked after the property. The issue is arrears of rent. There is no payment being made by the Respondents or any timescale or assurance that they will be in a position to clear the arrears and to make up the current rent. The Applicant has financial commitments and is entitled to payment of rent.
- 2.5 Ms Symon confirmed on behalf of the Respondents that they accepted that the rent arrears are £15,000 as at the date of the Tribunal and that rental payments had been continuously in arrears since March 2025. They wish time to clear the arrears and not to be evicted from the property. The Respondents could not give any timescale or assurance in relation to payment of the rent arrears or payment of the ongoing rent. The Respondents could not confirm precisely how they would be able to clear the arrears or pay ongoing rent. The Respondents are in receipt of £423 per month by way of state benefits. They are otherwise supported in their living costs by family. They are making no payment towards the rent. The Respondents are aged 52. They do not have any dependents living in the property. The property is a 3 bedroomed, semi-detached house. The Respondents have taken no steps to be in touch with any alternative housing provider or benefits agency. Ms Symon said the Respondents had paid rent timeously up until March 2025 when Ms Papp became unwell and was unable to work and Mr Szei had to travel to Hungary to support ailing family. The Respondents understood that had they been given a Private Residential Tenancy Agreement they would have been able to claim rent from benefits and would not have accumulated arrears. She acknowledged that they had a Private Residential Tenancy Agreement since March 2026, that the Respondents were in receipt of state benefits, but that rent had not been paid at all since the private Residential Tenancy Agreement was signed.
- 2.6 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 CMD which it may do at a hearing, including making a decision. The Tribunal was satisfied that it had before it sufficient information and documentation to decide the application without a hearing.

3) Findings in Fact and Law

- 3.1 The tenancy commenced on 1st September 2019. The Private Rental Tenancy Agreement was signed on 5th and 9th March 2026.
- 3.2 On 12th March 2026 a Notice to Leave was served on the Respondents by email and acknowledged by the Respondents by email on 13th March 2026. This came into effect on 13th April 2026.

- 3.3 The Notices was correctly drafted and provided sufficient Notice.
- 3.4 The Respondents were more three months in arrears of rent at the time the Notice to Leave was served and at the time these proceedings were raised. The Respondent was in arrears at the date of the CMD. Ground 12 was established.
- 3.5 The basis for the Order for possession was accordingly established.

4) Issue For the Tribunal, Decision and Reasons

- 4.1 The issue for the Tribunal is to determine whether it is reasonable to grant the Order.
- 4.2 The Tribunal approached the issue of reasonableness in accordance with the case of *Barclay v Hannah 1943 SC 245* whereby the Tribunal was under a duty to consider the whole facts and circumstances in which the Application was made.
- 4.3 The Tribunal found that the Applicant is entitled to recovery of the property. The Tribunal had regard to the level of rent arrears, the lengthy period over which the arrears had accumulated and the circumstances of the Applicant. The Tribunal had regard to the fact that the Respondents accepts the level of rent arrears and duration of the rent arrears. The Respondents sought time to clear the arrears and to make payment of the ongoing rent. The Respondents gave no clear explanation as to when the arrears would be cleared nor assurance as to when the ongoing rent would be paid. The Respondents asserted that had a written tenancy agreement been in place, the rent and arrears would have been paid by state benefits. The Respondents acknowledged that they had a written Tenancy Agreement in March 2026 and were in receipt of state benefits, yet the rent arrears and monthly rent remained unpaid. The Respondents have no dependants. They are living in a three-bedroom property which is in excess of their housing needs. They stated that have not taken advice about alternative housing. The Tribunal took account of the circumstances of both the Applicant and the Respondents and found it reasonable to grant the eviction.
- 4.4 Accordingly, the Tribunal was satisfied that ground 12 is met and that it is reasonable to grant an order for eviction.

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.

Hilary MacAndrew

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Legal Member/Chair

Date: 13th October 2026