Housing and Property Chamber
First-tier Tribunal for Scotland

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

Chamber Ref: FTS/HPC/EV/26/2024

Re: Property at 6c Trinity Street, Aberdeen, AB11 5LY ("the Property")

Parties:

Balgranach Properties Limited, FAO: Director Jamie Gilbert, 7 Chester Square Mews, London, SW1W 9DS ("the Applicant")

Mr James Roberts, 6c Trinity Street, Aberdeen, AB11 5LY ("the Respondent")

Tribunal Members:

Elaine Paton (Legal Member) and Gerard Darroch (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an eviction order should be granted against the Respondent in favour of the Applicant.

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Ground 12 of Schedule 3 of the 2016 Act. A tenancy agreement, Notice to leave, rent statement, section 11 notice and evidence regarding compliance with the rent arrears pre-action protocol were lodged with the application.

2. A copy of the application was served on the Respondent by Sheriff Officers on 25 August 2026. The parties were notified that a case management discussion ("CMD") would take place by telephone conference call on 15 October 2026 at 10am and that they were required to participate. The Respondent was given an opportunity to submit written representation in response to the application by 05 September 2026 but did not do so by that date. No representations were received from either party in advance of the CMD.

3. The CMD took place on 15 October 2026. The start time was delayed briefly to allow the Respondent an opportunity to attend in the event they may have been making efforts to dial into the teleconference call. The Applicant company was represented by Mrs Youngson of Peterkins, 100 Union Street, Aberdeen (for the Applicant's letting agent Core Citilets Aberdeen Limited). The Respondent did not participate.

Summary of Discussion at CMD

4. Mrs Youngson told the Tribunal that it is not known whether or not the Respondent is still residing at the Property under explanation that no keys have been returned to the Applicant company's letting agent Core Citilets Aberdeen Limited ("Core Citilets") and the Respondent had not responded to contact attempts by Core Citilets. Mrs Youngson stated Core Citilets had not heard from the Respondent since an email exchange between them on 26 January 2026, further to pre-action protocol correspondences dated 10 December 2025, 18 December 2025 and 13 January 2026 (said emails and correspondences all produced with the application). In his email of 26 January 2026, the Respondent provided notice of his intention to move out of the Property on or around 22 April 2026. In response to the tribunal, Ms Youngson stated Core Citilets had continued to make efforts to engage the Respondent by email, telephone and house visit(s) knocking at the door, but receiving no answer, and had then contacted her firm to take matters forward on/before 07 May 2026. By way of additional context Mrs Youngson explained that at an earlier point, Core Citilets had served a previous Notice to Leave and instigated proceedings with the Tribunal at which time the Respondent had agreed to enter into a payment arrangement thereby bringing a halt to those proceedings however the arrangement was not adhered to.

5. Mrs Youngson stated the Private Residential Tenancy agreement lodged with the application states the tenancy started on 23 December 2021. The Tribunal noted the rent sum stated in the agreement is £575 per calendar month. Mrs Youngson confirmed no rent increase notices had been issued during the Respondent's tenure. A rent statement document produced amongst the application papers demonstrated the last time the Respondent's rent account was at a zero balance was 11 April 2023, the last payment made by the Respondent was £100 on or around 22 December 2025 and the balance was £8,925 at the date the Notice to Leave was served on the Respondent by email on 20 February 2026. Responding to the Tribunal, Mrs Youngson stated the current balance on the Respondent's rent account is £13,525 and she confirmed the last payment made by the Respondent was £100 at 22 December 2025 and no further payments had been received from the Respondent to date. Mrs Youngson stated she did not have information on how many other rental properties the Applicant company owns and lets out.

6. In relation to the Respondent's circumstances, and in response to the Tribunal, Mrs Youngson had not been provided information regarding the Respondent's age however she stated he had not made the Applicant's agent Core Citilets aware of any personal issues, explaining the Respondent is not believed to have any disabilities, vulnerabilities or health issues and no special

circumstances had been noted by Core Citilets. Mrs Youngson stated the Respondent was in full-time employment when he moved into the Property and is still believed to in employment, and there is no record of him having claimed, or being in receipt of, benefits. Mrs Youngson stated further that the Respondent is believed to have a child who is under ten years old that would stay with him periodically, believed to be one night midweek and one night at the weekend, however the Property is not believed to be the child's principal residence. In response to the Tribunal, Mrs Youngson confirmed the Property was rented on a furnished basis, and is a one-bedroom flat. Responding further to the Tribunal, Mrs Youngson stated she was unaware if the Respondent had been in touch with the local authority in relation to his situation or other housing providers regarding alternative accommodation, however there had been no communication from the local authority reaching out further to the Section 11 notice emailed on 07 May 2026, explaining her firm would ordinarily receive contact from the Council asking about the tenant and tenancy arrangement.

Findings in Fact

7. The Property is owned by the Applicant company, Company Registration no. SC185463, having its current Registered Office at 100 Union Street, Aberdeen, AB10 1QR. Mr Jamie Gilbert is a company Director and Peterkins are registered as Secretary.

8. The Applicant company is the registered landlord of the Property.

9. The Respondent is the tenant of the Property in terms of a private residential tenancy agreement which commenced on 23 December 2021.

10. The calendar monthly rental in terms of the tenancy agreement is £575. There have been no rent increases therefore the Respondent is due to pay the ongoing rent of £575 per calendar month until termination of the tenancy.

11. The Respondent has been in arrears of rent since on or around 04 May 2023. Generally, payments made were late or sporadic after months of non-payment. The last payment into the Respondent's rent account was received on or around 22 December 2025 in the sum £100.

12. The balance on the rent account is said presently to be £13,525. The Respondent owed £8,925 when the Notice to Leave was served on 20 February 2026, notwithstanding he has failed to make payments of the ongoing calendar monthly rental sums of £575 to date.

13. The Applicant's letting agent Core Citilets is said to have made efforts to engage the Respondent by email, telephone and house visits in relation to their rent arrears after their service of the Notice to Leave and until 07 May 2026, when Mrs Youngson's firm Peterkins took matters forward to the Tribunal.

14. The Respondent has failed to engage meaningfully with Core Citilets or offer any explanation for the arrears and/or the failure to meet the ongoing rent payment obligation.

15. The Respondent resided in the Property when the tenancy commenced and has not returned the keys for the Property therefore is believed potentially still to be residing in the Property to date.

Reasons for Decision

16. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since 23 December 2021.

17. The application was also submitted with a Notice to Leave dated 20 February 2026, together with a copy email to the Respondent which establishes that the Notice was served on the Respondent on that date. The Notice states that an application to the Tribunal is to be made on ground 12 (rent arrears over three consecutive months).

18. The application to the Tribunal was made after expiry of the notice period. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.

19. Section 51(1) of the 2016 Act states, "The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies."

20. Ground 12 of Schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states "(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months. (3) The First-tier Tribunal may find that the ground named in 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." Sub-Paragraph (4) states, "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 Minister in regulations." Relevant benefits are defined in sub-paragraph (5) and include housing benefit and universal credit. The Pre Action-Requirements Regulations include the provision of clear information relating to the terms of the tenancy agreement, the level of the arrears, the tenant's rights in relation to eviction proceedings and how the tenant can access information and advice.

21. The Tribunal accepted the unchallenged evidence lodged on behalf of the Applicant company in the form of the documents submitted and the information provided at the CMD. The Tribunal is satisfied that the balance on the

Respondent's rent account is currently £13,325 representing unpaid rent to date, and that they have been in arrears of rent for three or more consecutive months, both at the date of service of the Notice to leave and the CMD. Ground 12 is therefore established.

22. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -

(a) The Tribunal is satisfied that the Applicant has complied with the Rent Arrears Pre-Action Protocol. The Applicant provided copies of email correspondences issued to the Respondent in compliance with the protocol.

(b) The Tribunal is also satisfied that there is no evidence to contradict the Applicant's representative's belief that the Respondent is not in receipt of benefits, thus that the arrears may be attributable to a delay or failure in the payment of a relevant benefit.

(c) The Respondent did not participate in the CMD or notify the Tribunal if the application was opposed.

(d) The arrears are significant and are increasing. No payments have been made by the Respondent since on or around 22 December 2025.

(e) The Respondent has failed to engage meaningfully with the Applicant's representatives in order to address the situation and has provided no explanation for the arrears.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act and that ground 12 has been established. For the reasons outlined in paragraph 22, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

Decision

The Tribunal determines that an eviction order should be granted against the Respondent.

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.

Elaine Paton, Legal Member **15 October 2026**