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 of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/EV/26/2275

Re: Property at 39 Harlawhill Gardens, Prestonpans, EH32 9JQ ("the Property")

Parties:

Mrs Deborah Jo Wilson, Carramar, Campbell Road, Longniddry, EH32 0NP ("the Applicant")

Ashley Elizabeth Byers and Christopher Connolly Byers, 39 Harlawhill Gardens, Prestonpans, EH32 9JQ ("the Respondents")

Tribunal Members:

Gillian Buchanan (Legal Member) and David Godfrey (Ordinary Member)

Decision (in absence of the Respondents)
At the Case Management Discussion ("CMD") which took place by telephone conference on 5 November 2026, the Applicant was not in attendance but was represented by her agent, Mr David Gray of Gilson Gray LLP, Solicitors. The Respondents were neither present nor represented.

Prior to the CMD the Tribunal had received from Mr Gray's colleague, Ms Rachael Collins, an email dated 18 September 2026 with written submissions on reasonableness attached.

Service on Respondents
At the outset of the CMD and in the absence of the Respondents the Tribunal noted, firstly, the terms of the Sheriff Officers' Certificates of Intimation dated 7 September 2026 which disclosed service of the case papers on both Respondents by letter box at the Property.

The Tribunal also noted the terms of the written submissions from the Applicant's representative dated 18 September 2026 which state that the Second Respondent vacated the Property in December 2025 following a breakdown in the relationship with the First Respondent.

The Tribunal sought to clarify whether service of the application on the Second Respondent had been properly effected.

Mr Gray explained that he had received an email from the Applicant during the morning of the CMD stating that the Second Respondent had applied to Universal Credit for the housing element relative to the rent due for the Respondents' tenancy of the Property to be paid to him directly at the Property. Whilst it is believed that the Second Respondent may have left the First Respondent he was sleeping in his car continuously outside the Property. Indeed the housing component of Universal Credit is now being paid to the Second Respondent and the Applicant has not received the usual payment. She has contacted Universal Credit. She has been advised that the contact name has been changed to the Second Respondent and she is waiting to hear back from Universal Credit as to why this has all happened without consultation with her.

In light of the foregoing the Tribunal is satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Respondents having both received notice of the CMD and determined to proceed in the absence of the Respondents in terms of Rule 29.

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that -

Background

The Tribunal noted the following background:-

i. The Applicant is the heritable proprietor of the Property.
ii. The application concerns a Private Residential Tenancy ("PRT") entered into between the parties relative to the Property that commenced on 18 October 2024.
iii. Rent payable was agreed to be £1125 per calendar month.
iv. A deposit of £1125 was also paid by the Respondents.
v. On 17 February 2026, the Applicant per her agents validly served on the Respondents a Notice to Leave requiring the Respondents remove from the Property by 14 May 2026 on the basis of Ground 1 of Schedule 3 of the Private Housing (Tenancies)(Scotland) Act 2016 ("the 2016 Act").
vi. The Applicant has served on East Lothian Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.

The CMD

At the CMD and in response to questions from the Tribunal, Mr Gray for the Applicant stated:-

i. The rent arrears are £6,482.14. Universal Credit has, until now, been covering ongoing rental payments in full so the arrears position has not recently worsened.
ii. When the PRT was first signed both Respondents were to be paying the rent due privately. A month later Universal Credit became involved covering only a proportion of the rent due. The Respondents immediately defaulted and no payments were made from July to September 2025. By December 2025 the Respondents were 2 months in arrears of rent.
iii. The Applicant is an employee of Mr Gray's firm. On seeking initial advice the Applicant stated that she "can't go on like this". The situation was taking its toll and communications with the Respondents had "turned nasty". She had reached the end of her tether and she wanted to divest herself of the Property. She also reported that the Property had been immaculate when the Respondents moved in but had not been maintained to that level.
iv. The Property was bought by the Applicant as an investment in February 2021 and has been rented out since then.

v. There is a mortgage over the Property. Mr Gray did not know the amount of the monthly mortgage payments.
vi. The First Respondent has a daughter who stays at the Property occasionally.
vii. The Applicant has no details of the Respondents' current employment circumstances. There are no known disabilities either.
viii. The Property is semi-detached with two bedrooms.
ix. There has been no contact from the Respondents.
x. There has been no contact from the local authority relative to alternative accommodation.
xi. There have been no requests for references.
xii. The deposit is still held in an approved scheme.
xiii. The Applicant seeks an eviction order.

Findings in Fact:-

The Tribunal made the following findings in fact:-

i. The Applicant is the heritable proprietor of the Property.
ii. The Property was bought by the Applicant as an investment in February 2021 and has been rented out since then.
iii. There is a mortgage over the Property.
iv. A PRT was entered into between the parties relative to the Property that commenced on 18 October 2024.
v. The First Respondent has a daughter who stays at the Property occasionally.
vi. Rent payable was agreed to be £1125 per calendar month.
vii. A deposit of £1125 was also paid by the Respondents.
viii. On 17 February 2026, the Applicant per her agents validly served on the Respondents a Notice to Leave requiring the Respondents remove from the Property by 14 May 2026 on the basis of Ground 1 of Schedule 3 of the Private Housing (Tenancies)(Scotland) Act 2016 ("the 2016 Act").
ix. The Applicant has served on East Lothian Council a Notice under Section 11 of the Homelessness etc (Scotland) Act 2003.
x. When the PRT was first signed both Respondents were to be paying the rent due privately. A month later Universal Credit became involved covering only a proportion of the rent due. The Respondents immediately defaulted and no payments were made from July to September 2025.
xi. By December 2025 the Respondents were 2 months in arrears of rent. The rent arrears have continued tom accrue.
xii. As at 5 November 2026 the rent arrears due are £6,482.14.
xiii. Until recently, the housing element of Universal Credit to which the Respondents are entitled was paid to the Applicant directly and covered the ongoing rent due in full.
xiv. Following an application by the Second Respondent the housing element of Universal Credit is now being paid to him directly and payments to the Applicant have stopped.
xv. The Applicant wishes to divest herself of the Property and no longer wishes to be a landlord.
xvi. There are no known disabilities affecting the Respondents.
xvii. The Estate Agency Mandate between the Applicant and Gilson Gray LLP relative to the sale of the Property and dated 15 May 2026 is sufficient to evidence the Applicant's intention to sell the Property.

Reasons for Decision
The Respondents did not attend the CMD and submitted no representations.

The factual background narrated by the Applicant within the application papers and orally by Mr Gray at the CMD was not therefore challenged and was accepted by the Tribunal.

The application proceeds upon Ground 1 of Schedule 3 of the 2016 Act.

Ground 1 of Schedule 3 of the 2016 Act states:-

> *"(1) It is an eviction ground that the landlord intends to sell the let property.*
> *(2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if the landlord—*
> *(a) is entitled to sell the let property,*
> *(b) intends to sell it for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it , and*
> *(c) the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.*
> *(3) Evidence tending to show that the landlord has the intention mentioned in sub-paragraph (2)(b) includes (for example)—*
> *(a) a letter of engagement from a solicitor or estate agent concerning the sale of the let property,*
> *(b) a recently prepared document that anyone responsible for marketing the let property would be required to possess under section 98 of the Housing (Scotland) Act 2006 were the property already on the market."*

The Applicant is entitled to sell the Property in terms of sub-paragraph 2(a), being the heritable proprietor thereof.

Sub-paragraph 2(b) requires that the Applicant intends to sell the Property for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it. Sub-paragraph 3 gives examples of the evidence that might be produced to show the landlord has the intention described in sub-paragraph 2(b). In this instance the Applicant relies upon an Estate Agency Mandate entered into with Gilson Gray LLP dated 15 May 2026. The Tribunal accepts this document as sufficient to meet the terms of sub-paragraph 2(b).

The Tribunal also requires to be satisfied that it is reasonable to issue an eviction order in terms of sub-paragraph 2(c).

The Respondents do not oppose the grant of an eviction order or suggest the granting of an order would not be reasonable in the circumstances. The Applicant no longer wishes to be a landlord. Rent arrears have been accruing relative to the PRT since before December 2025. Whilst the amount outstanding has been static of late the Second Respondent has recently taken steps to redirect the housing element of Universal Credit back to him and away from the Applicant which is in bad faith and will result in the arrears likely rising again. Relations with the Respondents have broken down. There is no communication. The Applicant is understandably disillusioned. In the absence of any contrary representations from the Respondents the Tribunal is persuaded that it is reasonable to grant an eviction order.

On that basis the Tribunal granted an eviction order in terms of Ground 1 of Schedule 3 of the 2016 Act.

Decision
The Tribunal grants an eviction order against the Respondents in favour of the Applicant under Ground1 of Schedule 3 of the 2016 Act.

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.

Gillian Buchanan

_____ **5 November 2026**
Legal Member/Chair **Date**