



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/25/3702

Re: Property at 27 Kelso Place, Kirkcaldy, Fife, KY2 5BG (“the Property”)

Parties:

Graeme Clark, Morar, Church Street, Freuchie, KY15 7ER (“the Applicant”)

Dzesszika Kovacs, 27 Kelso Place, Kirkcaldy, Fife, KY2 5BG (“the Respondent”)

Tribunal Members:

Joel Conn (Legal Member) and Melanie Booth (Ordinary Member)

Background

1. This is an application by the Applicant for an eviction order in regard to a Private Residential Tenancy (“PRT”) in terms of rule 109 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”). The application related to a PRT by the Applicant to the Respondent commencing on 9 September 2023.
2. The application was lodged with the Tribunal on 29 August 2025. The application relied upon a Notice to Leave in terms of section 50 of the *Private Housing (Tenancies) (Scotland) Act 2016*, dated 27 June 2025 and intimated upon the Respondent by recorded delivery on that date. The Notice relied upon Ground 12 of Schedule 3 Part 1 of the 2016 Act, referred to a “Rent Statement attached”. This statement was not lodged with the original papers.
3. Prior to the case management discussion (“CMD”) we issued a Notice of Direction to the Applicant seeking: submissions or further productions regarding compliance with the pre-action protocol; and a copy of the statement referred to in the Notice to Leave. Further documents were lodged on 22 January 2026 being:
 - a. A rent statement (which appeared to be a recreation of the statement as of 27 June 2025) which showed that as of 27 June 2025 arrears were

£3,400, further to there being only two payments (£400 and £100) in the period from 9 October 2024 until 27 June 2025. The passing rent was £400/month, as evidenced by the Tenancy Agreement lodged, so arrears as of 27 June 2025 were equivalent to 8.5 months of rent; and

- b. Pre-action protocol letters in standard form which were issued to the Respondent by the Applicant's agent on 9 June and 18 June 2025.

- 4. In advance of the CMD, the Respondent provided written submissions on two occasions. The submissions by email on 4 February 2026 stated:

My financial difficulties were caused by serious family circumstances. My mother suffered from significant health issues, and for an extended period I needed to spend a great deal of time supporting her and assisting with medical care. As a result, I was unable to work consistently, and my financial situation became temporarily unstable.

My circumstances have since improved considerably. I started employment in December and now have a stable income. I am currently able to pay the full monthly rent on a regular basis. I paid the full rent for the previous month and also made an additional payment towards reducing the outstanding arrears.

I would like to emphasise that I am fully committed to paying my rent on time going forward and to repaying the outstanding arrears through a realistic and affordable repayment plan. I have previously communicated this intention to my landlord and remain willing to cooperate fully.

- 5. On 11 February 2026, in response to the said submissions, the Applicant's agent lodged an updated rent arrears statement and medical documentation. The statement showed that there had been irregular but frequent payments since June 2025, though arrears continued to climb until December 2025 when they started to decrease slightly (which was consistent with the Respondent's submissions). Arrears to 11 February 2026 were £4,109.32. The medical documentation vouched consultations with neurology consultants and related professionals, due to the Applicant's declining health. He was said to no longer be able to manage his affairs. Brief submissions accompanied these documents, stating that the Applicant:

would prefer not to enter into any other payment plans due to his own health deteriorating... The landlord is in the process of selling off all of his portfolio and alleviate any undue stress. An additional NTL was served based on this ground to the tenant which expired 5th February 2026 and the tenant continues to reside at the property.

(We thereafter sought confirmation from the Applicant whether an amendment was sought to add ground 1 to the application. The Applicant's agent confirmed that no amendment was sought.)

6. In response, the Respondent provided her second set of submissions on 18 February 2026:

I sincerely apologise for the rent arrears that arose and for the stress and difficulty this has caused to the landlord. The arrears occurred during an extremely difficult period in my life when I was facing serious family problems that affected me both emotionally and financially.

I would like to emphasise that during this time I did not stop paying rent completely. Every month I paid what I could afford towards the rent, even though I was unable to pay the full amount.

Since December 2025, I have had stable employment and my circumstances have significantly improved. Over the past two months, I have paid the full monthly rent of £400 and I am also paying an additional £50 per month towards reducing the arrears. I am fully committed to maintaining regular payments and continuing to clear the outstanding balance. I can provide bank statements as proof of all payments made.

I received a Notice to Leave; however, I was unable to vacate the property on 6 February 2026 because we had nowhere to go. If we had left at that time, my mother and I would have become homeless, and we still have no alternative accommodation available. I did not remain in the property out of disregard for the legal process, but because I was in a position where I had no other option.

I would also like to respectfully point out that the original ground for eviction was rent arrears. Since I have resumed paying the full rent, a new ground – the intention to sell the property – has been raised.

I find this difficult to understand, particularly now that I am making serious efforts to resolve the situation. I respectfully ask the Court to take this into consideration when making its decision.

I am deeply worried about losing our home, as this would result in immediate homelessness for us. I humbly ask the Court to consider my current regular payments and my changed circumstances.

We would note at this point that we were informed by the clerk, only after concluding the CMD, that the original emails of 4 and 18 February 2026 were in Hungarian, and that the versions we received were translated by computer translation. We presumed that some translation software had been used in their production, though we had made the assumption that the Respondent had used translation software to send them to the Tribunal in English. This said, the translations of the emails received were consistent with the oral submissions of the Respondent (through the Hungarian interpreter employed for the CMD) so we do not see any issue arising in this case, though it was unfortunate that we and the Applicant's agent were not advised that parts of the application process were not the original form of the documentation. In other circumstances, a party

or Tribunal member may have wished to consider commissioning a professional translation, rather than unknowingly rely on computer translation.

The Hearing

7. The matter called for a CMD, conducted by telephone conference call, at 14:15 on 6 March 2026. We were addressed by the Applicant's representative, Beverley McCrostie, Property Manager, Martin and Co (Cupar). After a technical delay, the Respondent joined the call, but spoke entirely through an interpreter, Krisztina Ziga. She provided the Respondent with translation into Hungarian of all proceedings, and translated the Respondent's responses into English for the benefit of the Tribunal and the Applicant's agent.
8. Progress was necessarily slow, so as to allow the translation, but full oral submissions were obtained on behalf of both parties, to augment the written submissions and documentation.
9. We noted the Applicant's position was that the Respondent had indeed made some overpayments of £50/month against arrears but as of the CMD the arrears stood at £4,059.32. In response to this, the Respondent stated that she was able to pay £450 in the following week, to cover the rent for March and a further £50 reduction. The Respondent otherwise accepted the rent arrears information provided by the Applicant.
10. In regard to the arrears and her financial issues, the Respondent's position may be summarised as follows:
 - a. She arrived in the UK around three years ago. She is now 22.
 - b. She works in a fish processing factory, and until December 2025 she was on part-time hours. She is now working 12.5 hour days and is receiving significantly higher wages.
 - c. Her mother, who is currently 48, came to the UK around two years ago and moved into the Property with the Respondent. Her mother had a kidney condition. She worked until around a year ago when she stopped due to her ill-health.
 - d. Around a year ago, a tumour was detected on her mother's liver. From then, until around four months ago, the Respondent required to assist her mother with her care, and with attending hospital appointments. Around four months ago, it was finally confirmed not to be cancerous but ongoing monitoring will be necessary.
 - e. For the period that she was accompanying her mother to hospital, the Respondent was not able to take up all shifts offered to her. This meant that for a period she was working even less than her original part-time hours.
 - f. The Respondent was apologetic about the arrears having developed but was certain her financial position was much improved and she would be able to continue paying £450/month, and hopefully make additional payments if she received overtime (though at other points she conceded that she was currently earning as much as she could).
 - g. When it was put to her that £50/month would take over six years to repay the arrears, she said she could perhaps pay £100/month. (Later in her

submissions she mentioned a figure of £150/month but this was not repeated.)

- h. When pressed on why she was routinely paying her rent late, as opposed to the day it was due each month as required, she said this was due to her ignorance of what was needed of her. She said that she thought she just needed to pay during the month, but if she needed to pay by a certain date then she would start to do that. (We did note that the Tenancy Agreement said rent was due on the 9th of the month. The Applicant's rent statements provide this as the payment date until August 2025 when it moves to the last day of the month. We were not addressed on whether this was an error in the statements, or was a formal change (and, if so, why). In any case, the Respondent's payments were generally in the second half of the month, so later than either of the possible rent payment dates.)
11. We sought details of any benefits claims from the Respondent. She said:
 - a. She had received Universal Credit for two or three months during the period when her earnings were lowest but it varied depending on her income. She received £150 at one point and £600 at another. When she received the £600, she paid £400 towards arrears.
 - b. Her mother had applied for benefits but the application had been refused. They did not understand why but just left it, and attempted to make do on the Respondent's sole income.
 - c. We asked about Discretionary Housing Payment. The Respondent said that she had never heard of Discretionary Housing Payment before that point, but was interested in applying for that if it may help her.
12. In response to the Respondent's submissions on her finances, the Applicant's agent said that the proposed payments to the arrears were too low. Also, she said that if the Respondent was to stay in the Property, an application to increase the rent would be likely. If that occurred, then the core rent payment would be higher and there would be limitation on the funds left over to pay against arrears, thus meaning the arrears would still take a significant time to pay. In regard to Discretionary Housing Payment, the Applicant's agent pointed to reference to this benefit being mentioned in the pre-action protocol letters as an option for the Respondent to consider.
13. We sought further information as to the Applicant's health and intention to sell. The Applicant's agent said that she now dealt with the Applicant's sister, as she understood the Applicant was no longer able to deal with his property portfolio. She said that the Applicant had found dealing with this Property, and its arrears, as an added stress that did not assist his neurological condition. She explained that he had three properties in his portfolio. One has been sold, after the tenant handed in notice. A second is to be sold and a Notice to Leave is being issued. The Applicant's position was that a sale with a sitting tenant was generally less desirable, and it was not possible to consider a sale with the Respondent remaining due to her high arrears, low monthly rent, and low payment towards the arrears.

14. In regard to other matters relating to reasonableness:
 - a. The Respondent said that it would be hard for them to find a new property due to the local market, a desire to remain near to her employment, and their limited English.
 - b. The Respondent said that she had not sought advice from any agency, or spoken to the local authority, because she did not know of this being available to her. She said there was no equivalent in Hungary.
 - c. She and her mother have no other relatives nearby.
 - d. The Respondent was very concerned about being made homeless, but if she was to be evicted she wished more time to move out. She suggested "a few months". The Applicant's agent said that a suspension of eviction for eight weeks months would be acceptable but that three months or longer would not, given the Applicant's health and his need to move on to sell the Property.

15. We sought submissions on procedure. The Applicant's agent submitted that sufficient evidence was before the Tribunal and the order for eviction should be granted at the CMD. We took the Respondent through some reasons why a continuation may be sought, to see if she sought one:
 - a. She said she did not have any other witnesses, other than her mother. She did not think that her mother could provide any additional evidence that the Respondent had not already provided.
 - b. She said she would be happy with a continuation to provide further evidence of her financial position or her mother's health conditions if it would make a difference to the outcome. Otherwise, she was willing to see a decision made on the information provided already.
 - c. We asked if she wished a continuation to allow something to happen that may change her financial position or alter her need to remain in the Property. She could not see anything happening to change her position though she would wish to seek further benefit applications. She conceded that her salary itself will not change (and at this point she made the single reference to being able to pay a maximum of £550/month).

16. No motion was made for expenses.

Findings in Fact

17. The Applicant let the Property as a Private Residential Tenancy to the Respondent with commencement on 9 September 2023 ("the Tenancy").
18. In terms of clause 8 of the Tenancy Agreement, the Respondent requires to pay rent of £400 a month in advance on the 9th day of each month.
19. As of 27 June 2025, the Respondent was in arrears of rent of £3,400 having failed to make regular payment of rent from 9 October 2024.
20. On 27 June 2025, the Applicant's agent drafted a Notice to Leave in correct form addressed to the Respondent, providing the Respondent with notice, amongst other matters, that she was in rent arrears of £3,400.

21. The Notice to Leave provided the Respondent with notice that no application would be raised before the Tribunal prior to 30 July 2025.
22. The Applicant's agent served a copy of the Notice to Leave on the Respondent by recorded delivery on 27 June 2025.
23. The Applicant raised proceedings on 29 August 2025 for an order for eviction with the Tribunal, under Rule 109, relying on Ground 12 of Schedule 3 Part 1 of the 2016 Act.
24. A section 11 notice in the required terms of the Homelessness Etc. (Scotland) Act 2003 was served upon Fife Council on 28 August 2025 by the Applicant's agent.
25. The Respondent has made frequent but irregular payments against rent since 7 July 2025 and has paid around £450 per month since December 2025.
26. As of 7 March 2026, the Respondent remains in arrears of rent of £4,059.32, being the equivalent of over 10 months' rent.
27. The rent has been in arrears to some extent since 9 October 2024.
28. The sum of arrears for the period to 7 March 2026 is not a consequence of a delay or failure in the payment of a relevant benefit.
29. The Respondent is 22 years old and, since December 2025, in full time employment.
30. The Respondent lives with her mother. Her mother is 48 years old. She has health conditions and is not able to work at present.
31. During the period from around January 2025 to October 2025, the Respondent was working restricted part-time hours, due to a lack of a full-time role but also so that she could assist her mother with attending hospital appointments for suspected liver cancer.
32. The Applicant is 59 and suffering from a neurological condition. He is no longer able to manage his property portfolio. His sister currently manages his financial and business affairs.
33. The Applicant had a property portfolio of three properties. He has sold one, and wishes to sell the other two (including the Property) so as to cease being a landlord, due to his health.
34. The Applicant has found dealing with the arrears for the Property particularly stressful.

35. The Applicant wishes to sell the Property with vacant possession as this is likely to gain the highest price, and because the market for the Property with the Respondent as a sitting tenant will be particularly poor due to the level of her arrears and the low passing rent.
36. The Respondent believes she could pay around £100 a month towards arrears based on her current income.
37. The Respondent's mother is not in receipt of benefits.
38. The Applicant's agent provided the Respondent with pre-action protocol letters in standard form on 9 and 18 June 2025.

Reasons for Decision

39. We did not think that further documentation would provide any material new information, and declined to continue the CMD for that purpose. Though we do think that the Respondent and her mother should make renewed attempts to obtain certain benefits, and that payment of those benefits might allow the Respondent to reduce the arrears more quickly, the Tribunal is not a payment monitoring service. Further, for the reasons given below, we do accept the Applicant's desire for vacant possession. In all these circumstances, we decided not to continue the CMD and instead made a final decision.
40. The application was in terms of rule 109, being an order for eviction from a PRT. We were satisfied on the basis of the application and supporting papers that the Notice to Leave had been correctly drafted and served upon the Respondent in respect of the interests of the Applicant.
41. Ground 12 of Schedule 3 to the 2016 Act (as amended and applying to this application) applies if:
 - (1) *...the tenant has been in rent arrears for three or more consecutive months. ...*
 - ...
 - (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.*

...

42. The arrears information provided in the application clearly showed that Ground 12 was satisfied in regard to the length of arrears and amount outstanding. Ground 12 is satisfied subject to paragraph 3(b) regarding reasonableness.
43. We require, in terms of the Act as currently amended, to consider the reasonableness of the application even in regard to persistent and significant arrears. We believed that the Respondent was making a genuine effort to pay ongoing rent and reduce the arrears, but even if she were to pay the £450 promised this month, and manage £550 every month thereafter, it would take over two years to repay the arrears if the current rent was not increased. It was more likely that it would take the Respondent three or more years to repay the arrears, during which time we were told the Applicant's health would continue to be poor and he would continue to be unable to act as a landlord. We do not think delaying matters further is reasonable.
44. We found the Applicant's position on reasonableness compelling. It was reasonable for the Applicant to wish to draw a line on this Tenancy due to the high arrears, and reasonable for him not to wait for repayment of arrears over a prolonged period. We regarded the Applicant's health and desire to sell as additional weight on top of a reasonableness argument that was already strong (even though the Notice to Leave under ground 1 was not lodged and the application was pursued only under ground 12).
45. This said, the Respondent's mother's health, even absent further vouching, does provide a compelling counter-argument on reasonableness but it is weighed against the significant and persistent arrears and the Applicant's own health issues. In the circumstances, we did hold that on balance it was reasonable to grant eviction though subject to a suspension.
46. In considering an appropriate suspension, we have set this at 10 weeks. We do think the Applicant's submission on an 8-week suspension was appropriate, but we have added a further two weeks as the Respondent will almost certainly need to have all advisers and the local authority pre-arrange interpreters. This will likely add delay and a 10-week suspension compensates for this.
47. The Rules allow at rule 17(4) for a decision to be made at a CMD as at a hearing before a full panel of the Tribunal. On the basis of the information held, we are thus satisfied to grant an order for eviction at this time, suspended to 18 May 2026.

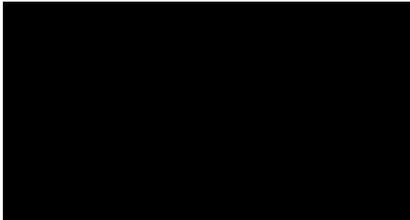
Decision

48. In all the circumstances, we grant an order against the Respondent for eviction from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 further to ground 12 of Schedule 3 of that Act suspended to 18 May 2026.

49. We stated at the conclusion of the CMD, and we restate here, that the Respondent would be wise to seek urgent contact with the homelessness team of Fife Council at her nearest housing office, ask them to arrange an interpreter, and discuss with them the threat of homelessness.
50. The Respondent may also wish to seek other advice in regard to benefits and payment of the arrears, and find a suitable advice agency or solicitor who could also arrange an interpreter for her.

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.



Legal Member/Chair

6 March 2026

Date