

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 (“the Act”)

Chamber Ref: FTS/HPC/EV/25/5491

Re: Property at 9 Belvedere Place, Bathgate, EH48 4BP (“the Property”)

Parties:

Ms Monika Kamak, Mr Marcin Karwowski, 7 Blairhill Crescent, Livingston, EH54 7GT (“the Applicant”)

Ms Vita Vidzupa, 9 Belvedere Place, Bathgate, EH48 4BP (“the Respondent”)

Tribunal Members:

Fiona Stephen (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision (in absence of the Respondent)

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

Background

1. By application dated 22 December 2025, the Applicant seeks an Eviction Order under Section 51 (1) and Ground 1 of Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the Act”). The Applicant intends to sell the property. The application is brought in terms of rule 109 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Application is accompanied by a copy of the tenancy agreement and the notice to leave with proof of service. The relevant notice under Section 11 of the Homelessness (etc) (Scotland) Act 2003 is produced. The Applicant has produced an agreement dated 18 September 2025 with McEwan Fraser Legal, Solicitors, Claremont House, 130 East Claremont Street, Edinburgh EH7 4LB (“MFL”) to market the property once vacant possession is obtained.

2. The Application was accepted on 23 January 2026 and referred to the Tribunal for determination.
3. The Respondent was served with the papers by Sheriff Officers on 16 June 2026 conform to Execution of Service of the same date.
4. A Case Management Discussion ("CMD") was fixed for 21 July 2026 at 2pm by teleconference call and written representations were to be lodged by the Respondent with the Tribunal by 6 July 2026. Detailed and extensive written representations and papers were lodged by the Respondent on 6 July 2026. Those were compiled into the following bundles by the HPC administration for ease of sending to Tribunal members:
 - i. Part 1- extending to 56 pages.
 - ii. Part 2- extending to 55 pages.
 - iii. Part 3- extending to 24 pages.
 - iv. Part 4- extending to 111 pages.
 - v. Part 5a - extending to 178 pages.
 - vi. Part 5b - extending to 44 pages.
 - vii. Screenshots of Video Evidence 6 pages (total 474 pages)
5. Following a review of the Respondent's written representations, in which the Tribunal noted that the Respondent stated her preferred means of dealing with this matter was on the basis of written representations, on account of a stated language barrier, anxiety, stress and lack of affordable legal representation, the Tribunal wrote to the Respondent and asked her to confirm her nationality and language requirements. On 7 July 2026 the Respondent advised by email that she is a Latvian national and English is not her first language. She maintained her request that the application be determined, so far as possible, on the basis of written representations. If the Tribunal required her to attend any in-person Hearing, she would require a Latvian interpreter to allow her to understand and participate effectively in the proceedings.
6. On 8 July 2026, the Tribunal wrote to the Respondent and asked her to confirm by whom and how her written representations had been prepared, and if AI had been used in the process, on account of the fact that the written representations and papers lodged were extensive and in English. On 8 July, the Respondent responded to the Tribunal and stated that the written representations were prepared by her, with practical assistance from her partner, Vitalijs Vasiljevs and that she had used AI tools to assist with organizing the large volume of material. The Respondent stated that she had not used AI as a source of evidence.

7. On 15 July 2026 the Tribunal received an email from the Applicant's solicitor (copied to the Respondent) enclosing further submissions in response to the Respondent's written representations and an Inventory of Productions.
8. On 16 July 2026 the Tribunal received an email from the Respondent (copied to the Applicant's solicitor) requesting that the Tribunal not finally determine the Application at the CMD without allowing the Respondent a "fair opportunity" to reply in writing. The Respondent made "preliminary observations" on the submissions and productions lodged by the Applicant which ran to two pages.
9. On 17 July 2026, the Tribunal wrote to the Respondent. It advised the Respondent that it would consider the case at the forthcoming CMD in accordance with the rules of the Tribunal. It asked the Respondent to provide any new information or further representations to add to her email of 16 July (over and above the information already provided to the Tribunal) by 5pm on Monday 20 July 2026 and provide a copy to the Applicant's solicitor. The Respondent did not reply to that email.
10. On 17 July 2026, the Applicant sent an email to the Tribunal (copied to the Respondent) and sought to lodge a further Inventory of Productions in response to the Respondent's email dated 16 July.
11. On 19 July 2026, the Respondent responded to the Applicant's email dated 17 July and stated that the application should not be finally determined at the forthcoming CMD without a "fair opportunity" to reply in writing. She stated that her "preliminary position" was that the documents appeared to show "potential employment risk or consultation, not confirmed redundancy or loss of income" of the Applicants. That was received by Tribunal members on the morning of 21 July 2026, prior to the CMD. The Respondent did not provide any new information or further representations as the Tribunal had requested on 17 July.

12. The Tribunal had before it:

- (i) The Application Form E;
- (ii) A Tenancy Agreement between Marcin Karwowski and the Respondent dated 4 January 2021;
- (iii) Confirmation from the Registers of Scotland that the Property is owned by Monika Kamak;
- (iv) Confirmation from the Scottish Landlord Register that the Property is registered in the name of Monika Kamak; and
- (v) Case Papers which included the Applicant's submissions and two Inventories of Productions; an Affidavit from Ms Kamak dated 22 December 2025; the Respondent's written submissions and papers referred to in paragraph 4 above (including written statements from the

Respondent and Mr Vasiljevs dated 5 July 2026) and her emails dated 16 and 19 July 2026.

General comments on the Respondent's written representations/documents

13. In light of the detailed written representations and extensive paperwork lodged by the Respondent, the Tribunal considers it is appropriate to set out, as succinctly as possible, the content of that, particularly as the Respondent did not appear at the CMD. The Respondent confirmed that she had used AI to assist her in the preparation and presentation of this material. The Respondent lodged an "Executive Summary" of her position but, notwithstanding that, much of the material is repetitive or copied multiple times (i.e. email chains) meaning the Tribunal had to spend a significant amount of time considering the papers lodged by her. The Tribunal also noted that, although the Respondent has advised that English is not her main language, and that she would require a Latvian interpreter should she have to attend an oral hearing, the written representations and other material lodged by the Respondent are written in perfect English. This does not just include her written representations, but the many emails she has lodged in support of her position, including emails written between her and the Applicant, between her and the Applicant's solicitor and other organisations, such as, West Lothian Council, over a lengthy period of time. The Tribunal has also noted that the Respondent requested that when work was being done within the Property, that all "work-related" communication should be conducted in English, (email from Respondent to Ms Kamak dated 30 January 2026, Bundle Part 5a, p39). This demonstrates that the Respondent has a very good knowledge of English.
14. The Respondent has produced a copy of the Tribunal decision in the application FTS/HPC/PR/25/4852 raised by the Respondent against the Applicant, Monika Kamak. This related to the failure by Monica Kamak to lodge the deposit of £400.00 with one of the tenancy deposit schemes. The Tribunal determined that Monika Kamak had breached her obligations under the Tenancy Deposit Schemes (Scotland) Regulations 2011 and made a payment order of £600.00. The Respondent represented herself in that application and at the CMD. There is no indication from that decision that the Respondent required assistance at the CMD or was not able to fully participate in the proceedings. The Tribunal decision does not state that the Respondent had an interpreter at the CMD.
15. The Tribunal has regard to the Overriding Objective that it must deal with proceedings justly [Rule 2 (1)]. That includes dealing with the proceedings in a manner which is proportionate to the complexity of the issues and resources of the parties [Rule 2 (2)(a)], ensuring so far as possible that parties are on an equal footing procedurally and able to participate fully in the proceedings, including assisting any party in the presentation of the party's case without advocating the course they should take [Rule 2 (2) (c)] and avoiding delay, so far as compatible with the proper consideration of the issues [Rule 2 (2)(d)]. In addition, in terms of Rule 3 (3) the parties must assist the First-tier Tribunal to further the overriding objective.

16. Having regard to the Overriding Objective, the Tribunal will not refer to every piece of material lodged by the Respondent but considers it appropriate to set out, in general terms, what material the Respondent has lodged in support of her position. The Applicant's position is set out in the section of the decision dealing with the CMD.

The Respondent's written representations/documents

17. Part 1- extending to 56 pages.

- Pages 1-18 includes papers headed: Preliminary Note; Order Sought; Executive Summary (extending to 3 pages); Core Chronology (in table form); Respondent's Principal Submissions (extending to around 4 pages); Responses to Key Applicant Assertions (in table form); Video evidence (in table form); Conclusion; Appendix 1: Core Exhibit Map (in table form); Appendix 2: Bundle Index and Issue Mapping (in table form extending to around 6 pages); Appendix 3: Points Deliberately kept separate.
- Pages 18-22 – witness statements of the Respondent and her partner, Vitalijs Vasiljevs both dated 5 July 2026 stated to be in support of their opposition to the application and addressing direct evidence of a “contractor incident on 27 May 2025” and “access arrangements, communication arrangements and the household circumstances relevant to reasonableness”.
- Pages 23-56 – letters from MFL to the Respondent dated 27 and 29 January; 11, 12, 19 (2 letters) February; 18, 21 March; 3, 15, 23 April, 9, 19 (2 letters), 23 (2 letters) May; and 4 June, all 2025.

18. Part 2 – extending to 55 pages.

- Pages 1-17 - letters from MFL to the Respondent dated 18 (2 letters) June; 16 July; 4 August; email dated 11 August with Electrical Installation Condition Report dated 8 January, all 2025.
- Pages 18-26 - emails between the Respondent and Marcin Karwowski in the period 29 December 2024 to 9 January 2025 (most recent email first).

- Pages 27- 36 - emails between the Respondent and Marcin Karwowski in the period 29 December 2024 to 14 January 2025 (most recent email first and some are duplicates of emails above).
- Pages 37-38- email from Respondent to Marcin Karwowski dated 27 January 2025 re Storm Eowyn damage.
- Pages 39-51- emails between Respondent and MFL in the period 31 January to 14 February 2025 on a variety of issues.
- Pages 52- 53- letter from MFL to Respondent dated 19 February 2025.
- Pages 54-55 – emails from Respondent to MFL dated 19 February, response from MFL to Respondent dated 19 February and further response from Respondent to MFL dated 20 February, all 2025.

19. Part 3 – extending to 24 pages.

- Pages 1-8 - emails between Respondent and MFL in the period 6 February to 13 March 2025.
- Pages 9-10 - letter from MFL to Respondent dated 18 March 2025.
- Pages 11- 14 - emails between Respondent and MFL dated 18 March 2025.
- Pages 15-16 - letter from MFL to Respondent dated 21 March 2025.
- Pages 17-24 - emails between Respondent and MFL dated 21 March and 1 April (with photographs) 2025.

20. Part 4 – extending to 111 pages.

- Pages 1-9 - emails between Respondent, MFL, West Lothian Council (environmental health and landlord registration) in the period 1-16 April 2025 (most recent first).
- Pages 10- 21- emails between Respondent, MFL, West Lothian Council (environmental health and landlord registration) in the period 16-18 April 2025.
- Pages 22-23 - letter from MFL to Respondent dated 23 April 2025.

- Pages 24-38 - emails between Respondent and MFL in the period 18 to 24 April 2025 (order jumbled).
- Page 39- letter from MFL to Respondent dated 9 May 2025.
- Pages 40-50 - emails between Respondent and MFL in the period 23 April - 12 May 2025 (with duplicates of emails above).
- Pages 51- 59- emails from Respondent to MFL, West Lothian Council (landlord registration) in the period 28 May – 13 June 2025.
- Pages 59-60 – email from MFL to Respondent dated 13 June 2025.
- Pages 61-97 - emails between Respondent and MFL in the period 6 June to 5 September 2025 (numerous issues).
- Pages 98 – 104 - letters from MFL to Respondent dated 22 August, 5 September, 29 October 2025.
- Pages 105-111 – emails between Respondent and MFL in period 4 June - 11 November 2025 (various subjects).

21. Part 5a – extending to 178 pages.

- Pages 1-2 – email from Respondent to HPC admin dated 5 July 2026.
- Pages 3-4 – emails between Respondent and MFL in period 11-14 November 2025.
- Pages 5-6 - email between Respondent and Marcin Karwowski dated 15-17 November 2025 (gas safety check).
- Pages 7-31 - emails between Respondent, MFL and Monika Kamak in period 11 November – 31 December 2025 (various subjects).
- Pages 32- 36 - emails between Respondent, MFL and Monika Kamak in period 1-14 January 2026 (various subjects).
- Pages 37- 46 - emails between Respondent, MFL and Monika Kamak in period 15-26 January 2026 (various issues).

- Pages 47- 54 – emails between Respondent and Monika Kamak in period 3 -24 February 2026 (most recent email first re roof/humidity issues).
- Pages 55-56 - emails between Respondent and Monika Kamak dated 5-12 March 2026 re unauthorised access.
- Pages 57-62- emails between Respondent, MFL and Monika Kamak in period 4-12 March 2026 (most recent email first).
- Pages 63- 67 - “Marcin’s review of builder”
- Pages 68-79 - emails between Respondent and Monika Kamak in period 3 February - 13 March 2026 (bathroom fan - post work issues. A number of emails duplicated from before).
- Pages 80-91- emails between Respondent and Monika Kamak in period 3 February - 13 March 2026 (bathroom fan – electrical issues. A number of emails duplicated from before).
- Pages 92-93 - emails between Respondent and Monika Kamak in period 13-16 March 2026 (roof inspection).
- Pages 94-102 - emails between Respondent and Monika Kamak in period 10-23 March 2026 (survey inspection).
- Pages 103-105 - emails between Respondent and MFL dated 30 March 2026 (response to correspondence of 30 March – Privacy breaches).
- Pages 106-114 - emails between Respondent and Monika Kamak in the period 10- 23 March 2026 re access for inspection.
- Pages 115-119 - emails between Respondent and MFL in period 2 - 15 April 2026 re inspection.
- Pages 120-131 - emails between Respondent and Monika Kamak and MFL 2-17 April 2026 re variety of matters.
- Pages 132-136 - emails between Respondent and Monika Kamak and MFL in period 17 - 24 April 2026 (payment of Tribunal award).

- Pages 137-140 - emails between Respondent and Monika Kamak in period 22 April - 4 May 2026 re PAT testing and access.
- Pages 141-142- emails between MFL and Respondent dated 11 November 2025 (re overdue rent).
- Pages 143-145 - photographs Marcin Kowalski (windows).
- Pages 146-147 – letter from Monika Kamak to Respondent dated 1 December 2025 requesting access.
- Pages 148-149 – letter from MFL to Respondent dated 22 December 2025 re arrears of rent.
- Page 150 - email from MFL to Respondent dated 14 January 2026 re tenancy matters.
- Pages 151-154 – email from Respondent to Scottish Legal Complaints Commission (SLCC) dated 15 January 2026.
- Page 155- email from MFL to Respondent dated 29 January 2026 rejecting her complaint.
- Pages 156-157 - letter from Monika Kamak to Respondent dated 6 July 2026 requesting access to replace gas hob and inspect bathroom.
- Pages 158-166 - email from Respondent to Marcin Karwowski in the period dated 30 December 2024-14 January 2025 re rental agreement (most of this lodged previously).
- Pages 167-170 - emails between Respondent and Marcin Karwowski in period 6 February to 6 March 2025 re data subject access request.
- Pages 171-175 - letter from MFL to Respondent dated 30 March 2026 re repairing standards.
- Page 176 – email from MFL to Respondent dated 11 August 2025 re settlement position and Notice to Leave.
- Pages 177-178 – letter from Cabinet Secretary for Housing to Fiona Hyslop MSP dated 30 October 2025 re response of Scottish Public Services Ombudsman re complaint about West Lothian Council and

administration and enforcement of landlord registration – suggests the Respondent refer to HPC if any issues to challenge landlord about.

22. Part 5b – extending to 44 pages.

- Pages 1-5 – Respondent's Formal Report of Unregistered Landlord and Breaches of Landlord Responsibilities - urgent investigation required by Respondent to West Lothian Council dated 24 February 2025.
- Pages 6-8 – Respondent's Formal Complaint to Information Commissioner dated 19 June 2025 re unauthorised filming by contractor and Loss of Sensitive Tenancy Documentation by Landlord.
- Pages 9-15 – Re Formal Complaint to West Lothian Council about Fly-tipping by a contractor in period 16 - 23 April 2025.
- Page 16 – Respondent's Formal Complaint to Information Commissioner dated 13 March 2025 re loss of sensitive tenancy documentation.
- Pages 17-18 – email by Respondent to Letting Agent Regulation dated 22 May 2025 about adding of Marcin Karwowski as agent.
- Pages 19-33 - emails between Respondent and Monika Kamak in period 10 March – 23 March 2025 re various matters (some duplicate emails).
- Pages 34-35 – Respondent's document about posting of public review by Marcin Karwowski in February 2026.
- Page 36 – Order for Payment for £600 against Monika Kamak dated 14 April 2026 in FTS/HPC/PR/25/4852.
- Pages 37-40 – Copy of Tribunal decision in FTS/HPC/PR/25/4852.
- Page 41 – 2 photos
- Page 42 – email from Respondent to MFL dated 5 March 2026 re unauthorised access and security breach.

- Page 43 – Email from Monika Kamak to Respondent dated 23 December 2025 re record of inaccurate statement and contractor conduct.
- Page 44 – photograph of workman kneeling on kitchen unit dated 19 December 2025.

23. Screenshots of video evidence

- These are images which, according to the Respondent, relate to “alleged filming”, “alleged contractor conduct and interference with CCTV” and an unannounced visit by a roofing contractor. The Tribunal did not consider it necessary to view any videos.

Summary of Respondent’s position

24. The Respondent’s position as set out in her written representations is:

- (i) that the order for eviction ought to be refused;
- (ii) that if the Tribunal is not prepared to refuse the order on the basis of the written material lodged on 6 July, then the application should be continued and the Applicants directed to produce current evidence on sale steps, including any home or valuation report, mortgage or financial evidence relied upon. The Respondent requests that she be permitted to participate by written representations due to language barriers, anxiety and stress and lack of legal support; and
- (iii) if the Tribunal is minded to grant an order, to take account of the Respondent’s family household, the child, the local authority housing position and the full compliance and conduct history when considering timing and reasonableness.

25. The Respondent then expands on the above by way of an “Executive Summary” followed by “Principal Submissions” all of which are lengthy and, in large part, repetitive. That is likely the result of the use of AI. The Tribunal will set out a summary of the Respondent’s core justifications for why, she says, an order for eviction should not be granted either on the merits or on the basis of reasonableness, as set out in her “Principal Submissions”

26. First, the Respondent states that this application raises issues that go beyond a “straightforward sale.” She maintains the evidence of intention to sell is

incomplete. The Respondent accepts that Mr Karwowski informed her in November 2023 that Ms Kamak and he wished to return to the Property in March 2024. This was after Mr Karwowski attempted to increase the rent by £100 per month in June 2023 after which the Respondent asserted her tenancy rights. She maintains the tenancy's "compliance history" is relevant to reasonableness. She maintains that the application has been brought in retaliation for raising compliance issues.

27. Second, the Notice to Leave did not include an estate agency agreement but stated that a letter of engagement from the solicitor/estate agent "will be provided". The estate agency agreement of 18 September 2025 is dated after the Notice to Leave is served. She says this is relevant to the weight, reliability and reasonableness of the asserted intention to sell, rather than a standalone technical invalidity argument. The fact that the Applicants accept that the Property will not be put on the market until vacant possession is achieved is relevant to the "sale evidence". The Respondent lists the information that has been provided by the Applicants which includes the agreement, title sheet, Affidavit of Ms Kamak but maintains this is insufficient. The Respondent states that the Applicants have not produced a home report, valuation, marketing particulars or evidence of the financial position relied on, including the mortgage of Mr Karwowski. Her position is that the Tribunal should require current evidence of the sale steps and financial position before being satisfied that an order is reasonable.
28. Third, the Applicants engineered repeated contractor attendance at the Property to deal with repairs issues/statutory inspections after the Notice to Leave creating a misleading record of alleged obstruction.
29. Fourth, the Applicants have unreasonably rejected the Respondent's suggestion that they sell the Property with the tenancy in place.
30. Fifth, the Tribunal should balance the Applicants position as against the Respondent's. That means the Tribunal should consider the Applicants' financial position, the history of the tenancy set against the Respondent's housing need, family circumstances, compliance history of the tenancy and the consequences of homelessness should an eviction order be granted. The Respondent asks whether it is reasonable to grant an order at this stage or if the application should be continued for fuller evidence.
31. Sixth, the assessment of reasonableness must include the "compliance history". That includes the Order made against Monika Kamak in the tenancy deposit case FTS/HPC/PR/25/4852, the failure to provide statutory and safety documents at commencement of the tenancy in 2021, which were only dealt with in 2025, after the Respondent had raised concerns and asserted her

rights. The Respondent relies on an unsatisfactory Electrical Installation Condition Report (EICR) in January 2025, poorly fitting windows, poor insulation, damp, heat loss, blocked gutters, all of which was reported to West Lothian Council in the context of a complaint about the landlord in February 2025. The Respondent relies on these matters to show that there were issues with the Property rather than unreasonable tenant obstruction. She is not asking the Tribunal to determine a repairing standard claim.

32. Seventh, the Respondent rejects the Applicants assertion that she refused to communicate directly with the Applicant except through a solicitor on the basis that the Applicant was legally represented and she was not. She considered it reasonable to have one route of communication and that it be coordinated through the solicitor. This was a “protective record-keeping measure” and the Tribunal is urged to treat the “broken communication” narrative with caution. The Tribunal is asked not to treat the volume of correspondence as evidence that eviction is reasonable. The Respondent accepts that some of her early correspondence was written in a “frustrated and emotional tone” but she maintains that was understandable and later correspondence was better structured and important for having a reliable audit trail.
33. Eighth, the Respondent accepts that Ms Kamak had to apply to the Tribunal to allow access by an Electrical Engineer to the Property (FTS/HPC/RE/25/0522). Her position is that this is not evidence of obstruction and refers to an earlier access dispute confined to the EICR/remedial electrical works and her request for reasonable conditions to be attached to specific access, directed at safety, identification of contractors, privacy, disruption and keeping of a written record following contractor incidents. She claims that access has been given many times: in December 2025 for a gas safety inspection, in January 2026 for electrical matters and subsequent roof, ventilation and survey visits. She makes reference to an unauthorised visit by a roofing contractor, Tony McCorisken Roofing & Building Services Ltd in March 2026 without a prior appointment and him trying to access the rear garden. She invites the Tribunal to consider the access history as a whole.
34. Ninth, the Respondent experienced issues when contractors attended the Property. These were many and varied and included: a contractor fly-tipping material from the property which led to a Fixed Penalty Notice being issued by West Lothian Council to the contractor; a contractor filming inside her home; interference with CCTV, the roof contractor incident and an incident with a gas contractor; contractors not being tidy or wearing appropriate foot coverings when inside the Property. The Respondent offered to provide video evidence of incidents and did lodge some still images. The Respondent states that she is not asking the Tribunal to make criminal findings in this application but that these issues form part of the factual context and helps explain why the Respondent needed careful, written, transparent communication and access arrangements. For the avoidance of doubt, the Tribunal records that alleged criminal matters are outwith its jurisdiction.

35. Tenth, the rent arrears which accumulated and were cleared in January 2026 are not relevant.
36. Eleventh, the Respondent makes reference to the manner in which communication was conducted by MFL. Some of the correspondence she has lodged is marked “without prejudice”. She asks the Tribunal to consider whether this was appropriate when not dealing with “genuine settlement negotiation”. She does not ask the Tribunal to decide any “professional conduct” complaint. The Respondent refers to a number of MFL letters which cover a variety of issues between the parties to this application and between the Respondent and MFL and the manner in which the Respondent communicated with them. For the avoidance of doubt, the Tribunal records that it will not consider matters relating to solicitors’ professional conduct given that is outwith its jurisdiction. It is clear to the Tribunal that the relationship between the Respondent and the Applicants and their solicitor has been difficult and fraught at times.
37. Twelfth, the Respondent refers to video evidence which is relied on to support her account of contractor conduct. The Tribunal has not considered it necessary to have regard to this video evidence as contractor conduct, per se, is not relevant to the issues in this application.
38. Thirteenth, in conclusion, the Respondent states:

“The Respondent respectfully submits that the Applicants have not shown that it is reasonable to grant the eviction order on the present record. The case involved more than a landlord wishing to sell. It involves a family household, a long tenancy, a previous Tribunal finding of deposit non-compliance with a £600 order after approximately 43 months of non-protection, serious electrical safety issues, contractor conduct corroborated at least in part by external enforcement correspondence, later admitted/acknowledged problems with contractor attendance, a record of access cooperation that should be read alongside and in the context of the access order on which the Applicants rely, and a disputed narrative about communication that is contradicted by the documentary record.

The Tribunal is asked to refuse the application. Alternatively, the Tribunal is asked to continue the case for a full evidential hearing and to require the Applicants to provide complete and current evidence of the sale intention, financial basis, marketing position, and the reasons why eviction and vacant possession are said to be necessary and reasonable. In particular, the Respondent asks the Tribunal to require the Applicants to explain why sale with the tenant in situ was rejected or is said to be impracticable, especially given the long tenancy, the household’s housing circumstances, the compliance history, the ongoing dispute, and the significant consequences of eviction for the Respondents household.”

Case Management Discussion

39. The Case Management Discussion (CMD) took place on 21 July 2026 at 2pm by teleconference call. The Applicant was represented by Miss Rosaleen Doyle, Solicitor of McEwen Fraser Legal, Solicitors. The Tribunal delayed the start of the CMD by around 10 minutes but there was no appearance by the Respondent. The Respondent had been advised by the Tribunal in its email dated 17 July 2026 that it would consider the case at the forthcoming CMD in accordance with the rules of the Tribunal. The letter from the Tribunal intimating the date of the CMD to the Respondent dated 15 June 2026 sets out clearly that the Respondent is required to take part in this. It also states:

“The tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision on the application which may involve making or refusing a payment order. If you do not take part in the case management discussion, this will not stop a decision or order being made by the tribunal if the tribunal considers that it has sufficient information before it to do so and the procedure has been fair.”

40. Ms Doyle referred to the Respondent’s non-attendance. She noted the Respondent had asked that this matter be dealt with by her in writing. Whilst that was a decision for the Tribunal, the Applicants were prejudiced by her non-appearance. The written representations were extensive. This matter has been ongoing for some time. The Respondent had appeared on her own behalf at the CMD in the tenancy deposit case. The Tribunal noted Ms Doyle’s concerns. The Respondent had been told that the Tribunal would deal with matters in accordance with the Tribunal rules. The Respondent had decided on her own initiative, not to attend today’s hearing.

41. Ms Doyle was asked to set out the Applicant’s position. She relied on the written submissions and documents produced. Ms Doyle explained that Ms Kamak was the owner and registered landlord of the Property. The second Applicant, Mr Karwowski, is Ms Kamak’s partner. He had been included in the application as he was named as landlord in the tenancy agreement erroneously. He was included as a party in the application for the sake of transparency.

42. Ms Doyle submitted that the application proceeds under Ground 1 of Schedule 3 to the 2016 Act. Ms Kamak was registered as landlord in January 2025. Mr Karwowski had issued the tenancy agreement dated 4 June 2021 to the Respondent on behalf of Ms Kamak. A Notice to Leave had been served and the local authority notified. A copy of the tenancy agreement and Affidavit dated 22 December 2025 confirming Ms Kamak’s intention to sell had been lodged together with confirmation that she would instruct solicitors/estate agents to sell the Property. A copy of the estate agency agreement was lodged with the application. Ms Kamak wants to end the tenancy so that she can sell and stabilise her financial position.

43. The Property was bought by Ms Kamak in 2017 when she had split up from Mr Karwowski who was her long-term partner. She lived in it for 4 years. Ms Kamak returned home to Poland in May 2021 to support her family after her father died suddenly. Mr Karwowski provided significant support to Ms Kamak at this time. She did not know if she would return to Scotland and was worried about the Property being empty. Mr Karwowski claimed he was an experienced landlord as he owned two properties which he rented out. Ms Kamak's reliance on his knowledge and experience was misplaced. He made some key errors including naming himself as landlord and did not realise he had to be registered as a landlord. He used his own lease template and did not provide the Respondent with the required tenant information for a Private Residential Tenancy. All of this is a matter of record.
44. Ms Kamak decided to return to Scotland. She and Mr Karwowski had reconciled. Mr Karwowski contacted the Respondent informally (in November 2023) and told her that Ms Kamak and he wished to live in the Property. Their long term plans were to move in for a period of time, then sell and buy another property together. Mr Karwowski asked the Respondent to leave but she asserted her rights, as she was entitled to do. Prior to the tenancy commencing, Mr Karwowski had sought to ensure the Property was in good order. He had a gas and electrical certificate but this was misplaced in a move between Poland and Scotland. He also misplaced the tenancy agreement. Mr Karwowski arranged for an Electrical Installation Condition Report (EICR) inspection in December 2024 and approached the Respondent to say that remedial works were needed. The Respondent refused access and said that she would not permit it unless a financial settlement was agreed. She realised that Mr Karwowski was not registered and the tenancy deposit had not been paid into a scheme. She said that to feel comfortable in the Property these matters would need rectified.
45. Mr Karwowski sought legal advice in January 2025. Ms Doyle explained that when she read the paperwork she realised that Ms Kamak had to be landlord. Ms Kamak knew nothing about the details of the tenancy as she had relied on Mr Karwowski. Ms Kamak was given advice regarding the deposit and regulatory issues. Ms Doyle's initial instruction was to secure access for the EICR work.
46. Ms Doyle wrote to the Respondent and asked her to allow access for the EICR. The Respondent prohibited this for 3-4 months and Ms Kamak made an application to the Tribunal (FTS/HPC/RE/25/0522). Access was allowed in around May 2025. In December 2024, the Respondent had raised concerns about downstairs windows, a door and moss on the roof. Over the next 6 months, those repairs were dealt with in the context of being denied access by the Respondent. It was a complex situation which Ms Doyle attempted to negotiate around. Over the past year, around £6000 has been spent on maintenance of the Property.
47. Ms Kamak used every penny to purchase the Property. She has no other savings to fall back on. Ms Kamak currently lives in a property which her

partner owns and there is a mortgage in his name of around £220 000. If the Property is sold then she wants to buy a 50% share in that property. Ms Kamak did consider if she could sell the Property with the Respondent as sitting tenant. Ms Doyle explained that she wrote to the Respondent and asked if she would give unhindered access for sales/marketing purposes. The response given was a catalogue of issues, including that the Respondent would not allow viewings to take place. Ms Kamak had no choice but to discount this as an option. The Respondent's demands were unreasonable and would make the process expensive and impossible.

48. Ms Kamak is in a position where she has a house which she cannot sell and she has no rights in her partner's property. Ideally, she wants to put herself on a 50/50 footing.
49. Matters are more urgent as both Applicants are now in a precarious situation regarding their employment. Ms Doyle made reference to the productions lodged on 17 July in response to the Respondent's queries regarding the Applicants' employment status. Ms Kamak has been told in recent weeks that she is in a pool for redundancy. Mr Karwowski works for a multi-national company which is Europe based. He has been at risk of redundancy since January 2026. There have been 400 redundancies across the company so far. His own department is still at risk.
50. Ms Kamak has no option other than to sell the Property. She relied on Mr Karwowski to set up the tenancy. She is fully and painfully aware of her legal responsibilities as landlord and has made a great effort to deal with matters. For example, the Respondent complained about damp and said the humidity levels were at 80-90%. Ms Kamak engaged an expert to provide a report. He told her informally that 80-90% humidity levels would mean that mushrooms would be growing on the wall. The report stated that the humidity levels were marginally high, about 57% when he visited. There was no sign of dampness. In March 2025, the windows throughout the property were replaced. The recommendation was that the downstairs windows could benefit from replacement. The windows could only be viewed externally as the Respondent would not give access. Ms Kamak decided to go ahead and replace all the windows.
51. The attic and roof were inspected separately and Ms Kamak decided to upgrade the insulation in the loft. There were zero humidity readings in March/April 2025 and there was adequate ventilation. Ms Kamak has been prepared to spend money on the property.
52. Ms Doyle submitted that so far as the argument on reasonableness is concerned, the Tribunal should take into account the extensive and expensive nature of communication with the Respondent. Some of the Respondent's complaints have been valid but no contractor has entered the Property and felt goodwill from the Respondent. In the past 10 days, the loft insulation has been done and the Respondent was given ample notice of it. When the loft was inspected in January 2026 it was empty but when the contractor attended

to do the work he found numerous items in the loft. The contractor had to shift the items to do the work. That is an example of how the Respondent does not make things easy. The productions lodged clearly show the level of difficulty involved and the number of ongoing tenancy issues.

53. Ms Doyle commented on the objections lodged by the Respondent. Her first ground was based on the fact that the intention to sell was not established. Ms Doyle said she has submitted what she can. Ms Kamak is exceptionally keen to sell. She has no intention of being a landlord or involved in tenancy management going forward. She recognises that she should have been aware of her responsibilities and that ignorance of the law is no excuse. The Respondent claims a Home Report is necessary. That is disputed. Ms Kamak has shown that she will sell the property through MFL once vacant possession is achieved.
54. This is not a revenge eviction as the Respondent claims. Ms Kamak's position is that several claims made by the Respondent are exaggerated. Everything is urgent and very emotive. The relationship is fractious. Basic tenancy management issues become amplified in terms of the communication needed. It is exhausting for the Applicant to get what needs done, done. This is Ms Kamak's first experience of tenancy management and it has been a baptism of fire. She has spent time and money on making sure the Property is properly maintained and that the tenancy is operating within the law and being seen to be operating so.
55. The initial idea was that the Applicants would live in the Property first and then find another property. That has not happened. The Respondent has every right to exercise her rights as tenant, but she is not doing so in good faith. The body of evidence submitted provides enough to establish it is reasonable to grant the order.
56. In relation to financial matters, the mortgage to the Skipton Building Society shown in the title sheet, has been paid off by Ms Kamak. Mr Karwowski did own two properties then purchased the home they are living in now in March 2025. He sold one of the rental properties. He rents out one property at £630 per month and there are no issues with that. It is fully compliant. The tenant is the former partner of his brother and his intention is to sell that property when it becomes vacant at the end of the year. His property is worth around £280 000.
57. Ms Doyle understands that the Respondent lives with her partner and child who is believed to be of primary school age. The Respondent has been reluctant to provide financial information. Ms Doyle asked the Respondent to complete a note of her income/outgoings as part of the pre-action protocol stage in the context of the rent arrears. Ms Doyle advised that the Respondent chose not to provide any information which made it difficult to assess affordability. The Respondent said this was her personal information so she was not providing it. The rent arrears were cleared in January 2026.

58. Ms Doyle stated that it is understood that both the Respondent and her partner work full-time. That information has been obtained by Mr Karwowski through LinkedIn. It appears that the Respondent works for S4 Security in a personnel/HR role. Ms Doyle had no information on whether the Respondent has tried to obtain alternative housing other than what is in the information before the Tribunal.

59. The Tribunal adjourned to consider matters. On reconvening, the Tribunal advised Ms Doyle that it was satisfied that the Ground for eviction was established and that it was reasonable, in all the circumstances, to grant the eviction order. A written decision with reasons would be issued in due course but that might take longer than usual to prepare given the volume of information in the case.

Findings in Fact

60. A Private Residential Tenancy Agreement dated 4 June 2021 in respect of the Property was agreed between Mr Karwowski and the Respondent.

61. The tenancy commenced on 4 June 2021.

62. Mr Karwowski is the second Applicant in these proceedings.

63. Mr Karwowski is the long-term partner of the first Applicant, Ms Kamak.

64. Mr Karwowski acted as agent for Ms Kamak in arranging the tenancy with the Respondent.

65. Ms Kamak is the sole owner of the Property which she purchased in June 2017.

66. Ms Kamak is entitled to sell the Property.

67. Ms Kamak has provided evidence by way of an Affidavit dated 22 December 2025 that she intends to sell the Property.

68. Ms Kamak lived in the Property from June 2017 until May 2021.

69. Ms Kamak is originally from Poland and returned to live in Poland in May 2021 following the sudden death of her father.

70. Ms Kamak asked Mr Karwowski to arrange for the Property to be rented out during her absence from Scotland.

71. Mr Karwowski managed the tenancy on behalf of Ms Kamak from commencement of the tenancy agreement.

72. Ms Kamak returned to live in Scotland in March 2024.

73. Prior to Ms Kamak's return, Mr Karwowski contacted the Respondent in November 2023 and asked her to move out of the Property by March 2024 as Ms Kamak and he required the Property to live in themselves.
74. The Respondent asserted her rights as tenant as she was entitled to do.
75. A Notice to Leave was issued in the name of Mr Karwowski as Landlord in terms of the tenancy agreement dated 6 August 2025 in terms of ground 1 of Schedule 3 of the Act.
76. Mr Karwowski was acting as agent for Ms Kamak in issuing the Notice to Leave.
77. The Notice to Leave was served on the Respondent by Sheriff Officers on 8 August 2025 conform to Certificate of Service of the same date.
78. The Respondent was informed that no proceedings would be commenced prior to 1 November 2025.
79. The Applicant lodged the application with the Tribunal on 22 December 2025.
80. Ms Kamak has instructed McEwan Fraser Legal Solicitors, Claremont House, 130 East Claremont Street, Edinburgh EH7 4LB ("MFL") to market the property once vacant possession is obtained.
81. A signed copy of the estate agency agreement with MFL dated 18 September 2025 was lodged with the application.
82. The Applicant has complied with Section 11 of the Homelessness (etc) (Scotland) Act 2003.
83. The Respondent was served with a copy of this Application by Sheriff Officers on 16 June 2026 and received intimation of the date of the Case Management Discussion.
84. Ms Kamak and Mr Karwowski currently live together at 7 Blairhill Crescent, Livingston, EH54 7GT which Mr Karwowski owns.
85. Mr Karwowski has a mortgage on his property of approximately £220 000 as at 1 July 2026 which is financed through a capital repayment mortgage.
86. Ms Kamak wishes to sell the Property so that she can purchase a one-half share of Mr Karwowski's property.
87. Ms Kamak and Mr Karwowski are in a difficult financial position.

88. The joint income per month for Ms Kamak and Mr Karwowski is approximately £5 610.00 which includes their respective salaries and rental income of £600 (from the Respondent) and £630.00 per month (from Mr Karwowski's tenant).
89. Joint spending amounts to approximately £5119.00 per month leaving a surplus of approximately £490.00 per month.
90. Mr Karwowski meets his mortgage payments of approximately £1220.00 per month.
91. On 2 July 2026, Ms Kamak was informed by her employer by letter that her role within the packaging department is at risk of redundancy and there will be a consultation process.
92. On 7 January 2026, Mr Karwowski was informed by his employer by email that he is under threat of redundancy and that remains the position.
93. Ms Kamak wishes to sell the Property to allow her to purchase a one-half share in Mr Karwowski's property, secure her financial position and remove the risk of losing her current home.
94. Ms Kamak intends to sell the Property for market value or at least put it up for sale within 3 months of the Respondent ceasing to occupy it.
95. Ms Kamak does not wish to remain as a landlord in the rental market.
96. Ms Kamak considered the Respondent's request to sell the Property with the tenancy in place.
97. The Respondent placed unreasonable demands upon Ms Kamak including in relation to access to a surveyor and viewing conditions and requiring an agreement to be entered into which would state that Ms Kamak would not institute eviction proceedings for a minimum period of three years.
98. Ms Kamak refused the Respondent's request to sell the Property with the tenancy in place on the basis that it was not financially viable for her and she would incur a significant capital loss.
99. The Applicant has sought to deal with a variety of issues relating to the condition of the Property that have been raised by the Respondent since approximately December 2024.
100. The Applicant has employed various contractors to investigate, attend at the Property and deal with the issues raised.
101. The works carried out have included replacing all windows, replacing the gas hob, inspecting the Property for damp, replacing loft insulation and attending to necessary electrical works.

102. The Respondent has at times sought to impose unreasonable conditions on the Applicant in relation to allowing access to the Property and allowing works to be carried out.
103. Ms Kamak obtained an order dated 22 April 2025 in terms of application FTS/HPC/RE/25/0522 to allow access to the Property by Colin McKay, Electrical Engineer to carry out any necessary work as reasonable access was frustrated by the Respondent.
104. The relationship between the Applicant and Respondent is difficult and, at times, fraught.
105. The Respondent obtained an order for £600.00 against Ms Kamak in application FTS/HPC/PR/25/4852 as she had not met her obligations under the Tenancy Deposit Schemes (Scotland) Regulations 2011.
106. The Respondent lives in the Property with her partner and young child.
107. The Respondent does not wish to leave the Property.
108. The Respondent is in employment as is her partner, Vitalijs Vasiljevs.

Reasons for Decision

109. Both parties have submitted a good deal of information in this application. The amount of information submitted by the Respondent is voluminous. Much of the information lodged by her relates to tenancy management issues and the repairing standard on the basis, as she puts it, of demonstrating that this application has been brought as retaliation for her raising compliance issues. The Respondent was aware from November 2023 that there was a wish to end the tenancy. Initially the Applicants intended to move into the Property. A Notice to Leave was served on 8 August 2025. There have been many interactions between the parties, from the Respondent's own papers, since early 2025. That does not support the Respondent's contention that this application is retaliatory. The Tribunal does not accept that the application has been brought as a retaliatory measure. The Tribunal has noted that despite the Respondent lodging a large volume of information, she has not provided information relating to her employment position, the financial position of her household or any particular needs of her or her family. She has made reference to being in employment (as referred to in paragraph 123 below). This is a regrettable omission on the Respondent's part but one she must take responsibility for. The Respondent has stated repeatedly that she wishes this application to be dealt with on the basis of her

written representations unless the Tribunal is minded to grant the application, in which case there should be an oral hearing. In other words, the Respondent is trying to dictate to the Tribunal how it should deal with this application and is content for the Tribunal to deal with matters on the papers, but only if the Tribunal's decision goes her way. That is inappropriate. The Respondent was informed that the Tribunal would deal with the application in accordance with the Rules and that a decision could be made at the Case Management Discussion. The Tribunal was satisfied that it could determine matters at the CMD and without a Hearing in terms of Rules 17 and 18 of the Rules. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a hearing

110. The Tribunal allowed further documents received from the Applicant's solicitor on 14 and 17 July 2026 as these were lodged in response to the Respondent's submissions dated 6 and 16 July 2026 respectively in terms of Rule 22 of the Rules and did not raise any new matters. The Tribunal had regard to the further submissions lodged by the Applicant's solicitor on 14 July and by the Respondent on 16 July and 19 July 2026. The comments provided by the Respondent in her email dated 16 July did not raise any new matters of substance. The email dated 19 July 2026 commented on the employment information provided in respect of Ms Kamak and Mr Karwowski.

111. In terms of section 51(1) of the Act, the Tribunal is to issue an eviction order against the tenant of a private residential tenancy if, on an application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies. The Applicant relies on ground 1 of Schedule 3 of the Act in the present case.

112. Ground 1 of Schedule 3 provides:

"1 Landlord intends to sell

(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.”

113. Sub-paragraph 2 (c) of ground 1 was inserted by paragraph 1 (3)(a) of schedule 1 to the Coronavirus (Scotland) Act 2020 which also substituted “may” for “must” in both section 51 (2) and sub paragraph (2) of ground 1. Although these amendments may have been intended to be temporary in the face of the pandemic, these were maintained by section 43 (3)(a)(i) of the Coronavirus (Recovery and Reform) (Scotland) 2022. As originally enacted, ground 1 was mandatory so if the Landlord established that they were entitled to sell the property and intended to sell it, the Tribunal was required to issue an eviction order. The amendments introduced by the 2020 and 2022 Acts have the effect of introducing an element of discretion into ground 1.

114. Establishing the facts in sub paragraphs 2 (a) and (b) is sufficient to make it *prima facie* reasonable to evict. It is then for the tenant to put circumstances to the Tribunal to show otherwise (see *Manson v Turner* 2023 UT 328 @ para 7). Evidence of intention can, by way of example, include a letter of engagement from a solicitor or estate agent concerning the sale of the let property (as set out in ground 1 (3)(a)). That evidence has been provided by the Applicant in this case. In addition, the Applicant has lodged the full estate agency contract dated 18 September 2025 which is item 10 within the Productions lodged on 14 July 2026. An Applicant may provide a Home Report as evidence of intention to sell but it is not a requirement. The documents set out in Ground 1 (3)(a) and (b) are set out as examples only. The Tribunal does not consider it necessary for the Applicant to provide a Home Report as suggested by the Respondent. The evidence in this case is that a Home Report will be obtained if an order for eviction is made and vacant possession obtained. That is a reasonable approach to take. Similarly, the Applicant does not need to prove that she intends to sell to alleviate financial hardship. That is not what Ground 1 states. An additional ground, Ground 1A (landlord intends to sell property to alleviate financial hardship) was introduced into the 2016 Act during the Covid pandemic but that ground was repealed and ended on 31 March 2024. Financial hardship may be relevant to the question of reasonableness, but not intention to sell.

115. The Respondent maintains that there is an issue with the Notice to Leave dated 6 August 2025 as it did not include an estate agency agreement but stated that a letter of engagement from the solicitors/estate agent “will be provided”. A Notice to Leave must be served on a tenant by a landlord if they want to end the tenancy (section 50(1)(a) of the 2016 Act). In terms of section 62 (3) of the 2016 Act an application for eviction must be accompanied by a copy of the Notice to Leave which has been given to the tenant. Section 62 deals with the meaning of the Notice to Leave and stated eviction ground. Section 62 1) (c) provides that references to a Notice to Leave are to a notice which:

“(c) states the eviction ground, or grounds, on the basis of which the landlord proposes to seek an eviction order in the event that the tenant does not vacate the let property before the end of the day specified in accordance with paragraph (b).”

Section 62 (3) states:

“(3) References in this Part to the eviction ground, or grounds stated in the notice to leave are to the ground, or grounds, stated in it in accordance with subsection (1)(c).”

The form of a Notice to Leave is prescribed by the Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017 as set out in Schedule 5. A Notice to Leave in the prescribed form was served on the Respondent by Mr Karwowski as he is named as landlord on the tenancy agreement. It is clear from the title deeds that Ms Kamak is the only owner of the Property. She is the registered landlord albeit she has Mr Karwowski as her agent. This was raised in the tenancy deposit case FTGS/HPC/PR/25/4852. Further information was provided in Part 3 of the form which stated that “a copy of the letter of engagement from the solicitor/estate agent who will be engaged to market and sell the property, once vacant possession has been achieved, will be provided”. That is sufficient. It is not mandatory to provide a signed estate agency agreement with the Notice to Leave. In any event that was provided with the application when lodged in accordance with Rule 109 (b)(i) of the Rules.

116. Having made the above findings in fact, the Tribunal considered that Ms Kamak has established that she intends to sell the let property and that she is entitled to do so in terms of ground 1 (2) (a) and (b) of Schedule 3 of the Act.

117. The Tribunal considered whether it is reasonable to issue an eviction order in terms of ground 1 (2) (c). In doing so the Tribunal has a duty to consider the whole of the circumstances in which the application is made. It follows that anything that might dispose the Tribunal to grant the order or decline the order will be relevant. In determining whether it is reasonable to grant the order, the Tribunal is required to balance all the evidence which has been presented and to weigh the various factors which apply to the parties. This is confirmed by one of the leading English cases **Cumming v Danson [1942] 2All ER 653 at 655** in which Lord Green MR said,

“In considering reasonableness...it is, in my opinion, perfectly clear that the duty of the Judge is to take into account all relevant circumstances as they exist at the date of the hearing. That he must do in what I venture to call a broad common sense way as a man of the world and come to his conclusion giving such weight as he thinks right to the various factors in the situation. Some factors may have little or no weight, others may be decisive, but it is quite wrong for him to exclude from his consideration matters which he ought to take into account.”

118. There is no presumption, as a matter of law, in favour of giving primacy to the property rights of the landlord over the occupancy rights of the tenant. The introduction of the reasonableness requirement into Ground 1 gives a measure of security of tenure to tenants (**Manson @ para 9**).

119. In assessing reasonableness, the Tribunal noted the reasons why the Applicant wishes to sell i.e. to allow her to purchase a one-half share in Mr Karwowski's property, secure her financial position and remove the risk of losing her current home. The Applicants provided a list of their income and outgoings. They have @ £490.00 surplus at the end of each month. Given the financial position in which Ms Kamak finds herself, which is made more acute by the prospect of redundancy, it is understandable that she wishes to sell the Property.

120. The Tribunal does not accept that the Applicant engineered repeated contractor attendance at the Property for repairs/statutory inspections after the Notice to Leave “to create a misleading record of alleged obstruction”. Contractors were often attending the Property to attend to matters that had been notified to the Applicant by the Respondent. For example, the Respondent raised issues regarding dampness, moss on the roof, ill-fitting windows and blocked gutters in an email to Mr Karwowski dated 31 December 2024. Ms Kamak did have to lodge an application to obtain access to the Property for electrical work FTS/HPC/PR/25/4852. That application would not have been required had the Respondent provided access. An EICR Certificate produced on 26 May 2025 along with a PAT certificate was subsequently sent to the Respondent by MFL on 18 June 2025. The

Respondent states that certificates should have been provided at the start of the tenancy. That is correct, however it is the Applicant's position that these were available in 2021 but were mislaid in a move between Poland and Scotland.

121. The Respondent's position is that the Tribunal must have reference to the "compliance history". She makes reference to the application she brought against Ms Kamak regarding the tenancy deposit. That is a matter of record as is the fact that Ms Kamak was not registered as a landlord until January 2025. The Respondent relies on an unsatisfactory Electrical Certificate in January 2025, poorly fitting windows, poor insulation, damp, heat loss, blocked gutters. The Tribunal accepts that these were all matters that were brought to the Applicant's attention. The Applicant has dealt with these matters and continues to do so as is evidenced by the recent loft insulation work.

122. The Respondent states that her insistence on one route of communication was reasonable as a "protective record keeping measure" This was because the Applicant engaged a solicitor in January 2025. Whilst that position may be understandable, the Applicant's position that she wished to deal with tenancy issues herself and leave legal issues to be dealt with by the solicitors was also reasonable, especially to limit cost. It seems clear that there would have been a lot less correspondence had the Respondent adopted a more reasonable approach in dealing with the repairing issues in particular. The extent, volume, and content, of the Respondent's productions demonstrate the difficult and, at times, fraught relationship that exists between the parties.

123. The Respondent argues that the Tribunal should consider the Applicants financial position and history of the tenancy set against the Respondent's housing need, family circumstances, compliance history of the tenancy and the consequences of homelessness should an order of eviction be granted. As already set out, despite the Respondent lodging a large volume of information, she has not provided information relating to her employment position, the financial position of her household or any particular needs of her or her family. The Tribunal is aware from the Respondent that she has a child and from the Applicant that the child is of school age and that both the Respondent and her partner are working. There is reference to the Respondent working in the context of having to take unpaid time off work to allow contractor access (see, for example, email by Respondent to Mr Karwowski dated 13 January 2025 in the Respondent's papers, Bundle part 2). The lack of information provided by the Respondent is a regrettable omission on her part but one that the Respondent needs to take responsibility for. The Tribunal is aware that the Respondent will require alternative housing.

The Applicant has complied with the requirements of the Homelessness (etc) (Scotland) Act 2003 and informed the local authority of the application. If an eviction order is granted then the Respondent is entitled to receive assistance from the local authority to source alternative accommodation. She may also find housing within the private rented sector.

124. Ms Kamak does not wish to remain as a landlord in the rental market. It is clear from the papers that have been lodged in the case, including those lodged by the Respondent herself, that the relationship between the parties is difficult and quite often fraught. Ms Kamak accepts that she had not complied with certain of her responsibilities as landlord, including not being registered as a landlord or lodging the tenancy deposit. Those have been rectified.

125. Ms Kamak considered the Respondent's request to sell the Property with her as a sitting tenant. In response to the Applicant's request for access for sales and marketing purposes, the Respondent's response was that access would be granted but only on the basis of receipt by her of a "binding written agreement" that no eviction action would be commenced or pursued against her for a minimum period of three years from the date such agreement was made. This can be seen from the email exchange between the Respondent and the Applicant's solicitor dated between 13-14 August, email from the Respondent to the Applicant's solicitors dated 29 August and the letter from the Applicant's solicitor to the Respondent dated 5 September 2025 which are contained within the productions lodged on 14 July 2026. Ms Kamak was informed that if she sold the Property in this way, she would incur a loss of around 20% of the market value of the Property or £28 000 - £30 000. It is unreasonable to expect a property owner to absorb such a loss and, in the particular circumstances of this case, for Ms Kamak to sustain such a loss.

126. Ms Kamak has sought to deal with all of the tenancy issues raised by the Respondent in a responsible and reasonable manner. She has engaged contractors and spent approximately £6000 on the Property. The Respondent has made many demands upon Ms Kamak and her contractors on the manner in which they should undertake work. Some of these are reasonable, for example, working in a tidy way. However, some of the Respondent's demands are unreasonable. For example, insisting that it is appropriate that CCTV operates within the Property "to ensure the safety of the occupants and to maintain an accurate record of works carried out" (see Respondent's email to Ms Kamak dated 4 March 2026, Bundle Part 5a). Much of the information lodged by the Respondent is, in her words, to demonstrate that this application is retaliatory. That is not supported by the documents lodged by the Respondent herself. For example, Ms Kamak provided reassurance to the Respondent regarding a contractor's public liability insurance (see email of 24

February 2026, Bundle Part 5a). The Tribunal considers that the Applicant's position is reasonable. If the tenancy continues it appears inevitable that the parties' relationship will continue to be difficult, at times.

127. So far as rent arrears are concerned, the Tribunal notes that these were paid off by the Respondent in January 2026. The Respondent says this is not relevant and the Tribunal should have no regard to it. However, this episode demonstrates the nature of the relationship between the parties. A pre-action protocol letter was sent by MFL to the Respondent on 29 October 2025 at which point the arrears were £600.00 (see Bundle Part 4 p101). A further email was sent on 11 November 2025 by which point the arrears stood at £1200. On 8 December 2025 the Respondent was provided with the income/expenditure document produced by the Scottish Government (Bundle Part 5a p7 and 19). The Respondent had maintained that the non-payment of rent was temporary arising directly from the "prolonged and unresolved disputes relating to statutory compliance" (Bundle Part 5a, p16). The Respondent said she could only afford to pay the arrears off at £10 per month (Bundle Part 5a, p19 and 29). This was unacceptable to the Applicant given it would take 10 years to pay off. The Applicant suggested £33.33 per month in a letter from MFL dated 22 December 2025 (Bundle Part 5a, p148). The income/expenditure template had not not been completed. The Respondent chose not to provide any information as she said it was not "proportionate to provide sensitive personal information of this nature" (email from Respondent to Applicant's solicitor dated 31 Decemberr 2025 (Bundle Part 5a p29).

128. In addition to determining that the Applicant has satisfied the requirements of Ground 1 (1) and (2) (a) and (b) of Schedule 3, the Tribunal considers that it is reasonable to make an eviction order in terms of ground 1 (2) (c) for the reasons stated above.

129. The current application is in the joint names of Ms Kamak and Mr Karwowski. It is not necessary for the order for eviction to run in the name of both given it is Ms Kamak who owns the property. Accordingly, as in application FTS/HPC/PR/25/4852 the application will be amended for the purposes of granting the order to read as Ms Kamak as the only Applicant.

Decision

The Tribunal makes an order for eviction of the Respondent, Ms Vita Vidzupa from the Property at 9 Belvedere Place, Bathgate, EH48 4BP.

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.

Fiona Stephen

**Fiona Stephen
Legal Member/Chair**

**25 August 2026
Date**