



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

Chamber Ref: FTS/HPC/EV/26/0248

Re: Property at 14 Walker Road, First Floor Left, Aberdeen, AB11 8BU (“the Property”)

Parties:

Marnox Properties Ltd, 144 Crown Street, Aberdeen, AB11 6HS (“the Applicant”)

Ms Kamila Wojcik, 14 Walker Road, First Floor Left, Aberdeen, AB11 8BU (“the Respondent”)

Tribunal Members:

Elaine Paton (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 eviction order should be granted against the Respondent in favour of the Applicant.

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Ground 12 of Schedule 3 of the 2016 Act. A tenancy agreement, Notice to leave, rent arrears statement, section 11 notice and evidence of compliance with the rent arrears pre-action protocol were lodged on behalf of the Applicant.
2. A copy of the application was served on the Respondent by Sheriff Officer on 20 July 2026, together with an application for a payment order under Chamber reference CV/26/0249. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 20 August 2026 and that they were required to participate.
3. Prior to the CMD, on 23 July 2026 and 10 August 2026 respectively, the Applicant submitted updated rent arrears statements which, on each occasion,

were crossed over to the Respondent by the Housing and Property Chamber (“HPC”) administration, with a view to requesting the sum sought in the application to be increased in relation to the related civil payment application (CV/26/0249) and by way of updating matters in the present eviction application. There were no written representations received by or on behalf of the Respondent prior to the CMD.

4. The CMD took place on 20 August 2026. The Applicant company’s director Mr John Logan was present, accompanied by Mrs Elizabeth Petrie an employee of the Applicant involved in the management of the company’s rental tenancies. The Respondent did not participate. The application for a payment order under Chamber reference CV/26/0249 was also discussed.

Summary of Discussion at CMD

5. The Applicant’s director Mr Logan told the Tribunal that the Applicant had instructed a solicitor regarding the paperwork for the applications to the tribunal but due to the financial costs having lawyers represent them they did not ask the solicitors firm to represent the company at the subsequent hearing stage. Mr Logan stated that the Applicant was the owner of the Property and he believed the company owned possibly five from six of the flats at the location, mentioning that the Property had been in their ownership for many, many years. Mr Logan also stated the Respondent is still believed to be living at the Property. The annual boiler inspection was carried out on Monday 17 August 2026 and the engineer had been asked to report back to the Applicant on whether or not they believed the tenant was still residing there. The engineer had reported that it was their belief the tenants were still occupying the Property. Mr Logan stated that the Respondent resides at the Property with her partner and he is unaware of anyone else residing there. Mr Logan stated the Property is one-bedroomed and it is let on the basis of a few pieces of furniture such as sofa, bed, white goods but not cutlery and crockery and such like.
6. The Tribunal noted the Private Residential Tenancy agreement lodged with the application states the tenancy started on 01 April 2026, with a rent of £490 per calendar month payable in advance on 1st of each month. A rent arrears document produced with the application demonstrated there were three consecutive months arrears of rent when a Notice to Leave was served upon the Respondent on 05 December 2025 by Sheriff Officers. Pre-action protocol email correspondence dated 17 December 2025 was produced and Mr Logan explained that the Applicant’s staff had made efforts to contact the Respondent via emails and telephone calls to try and engage them in order to resolve the arrears. The Applicant’s correspondence sent to the Respondent provided the requisite information a landlord must send to their tenant including copy tenancy detail, level of arrears of rent, and details of agencies such as advice organisations Universal Credit, Benefits and local authority Housing services for the tenant to seek advice and assistance from. The Tribunal also noted that a Section 11 notice had been sent to the local authority on 19 January 2026.
7. Mr Logan stated the Respondent had been in arrears since July 2025. He told the Tribunal the Applicant’s efforts to engage the Respondent by emailing and

calling received no response. In response to the tribunal Mr Logan stated there were three of them in the Applicant's office who dealt with tenancy matters: himself, Mrs Petrie and Mr Keith Smith who had probably had the most dealings with the Respondent however he was presently on holiday. Responding to the tribunal about making visits to inspect the Property, Mr Logan said he made visits to the Property periodically but there had been no answer. Mr Logan stated that on 05 January 2026 he had visited the Property again to discuss the arrears. On this occasion the Respondent's partner was present at the Property. The following day, on 06 January 2026, the Respondent and her partner attended the Applicant's office. Mr Logan had made mention of that the Respondent's partner's English was better than that of the Respondent. The Respondent made a payment of £340 and the couple explained they had been struggling financially – the Respondent's partner (believed to be a Mr Andrzejewski) had said he was awaiting to be paid after a big job he had recently completed. Mr Logan stated that in an effort to assist their tenant the Applicant agreed to reduce the rental charge to £420 per calendar month from February 2026 with the Respondent and her partner agreeing to pay £50 per month on top of that towards the arrears. The Respondent made no further payments after that day. Mr Logan stated the arrears were currently £5,145.00. In response to the tribunal, Mr Logan stated the Respondent and her partner were probably aged early 30 years and explained that although they were a couple moving into the Property, they had wanted the tenancy to be in the Respondent's name only. Mr Logan stated that in his experience that was quite common and believed the female partner might possibly feel a bit more secure if the relationship would then break down. Responding further to the tribunal, Mr Logan stated the Respondent is believed to work as a cleaner and her partner as a handyman; that, Mr Logan said, was his understanding when the tenancy commenced. Mr Logan stated he was unsure whether the couple were working now. Responding to the tribunal, Mr Logan stated that the Applicant had applied to Universal Credit ("UC") to attempt to have any relative housing benefit payments for the Property paid directly to the Applicant however the responses from UC were that they could not provide information, one reason being that no benefit was in payment therefore it was Mr Logan's belief the Respondent was not in receipt of benefits. Mr Logan stated he had no knowledge of there being any children within the Property. There was no information about any health issues regarding the Respondent. Mr Logan mentioned that early on there had been complaints made to the local authority about the occupants of the Property reported to have been shouting and screaming loudly and a letter dated 09 June 2025 was issued by the antisocial department however there had been nothing more about that. Mr Logan stated the Applicant was requesting the Tribunal to grant an eviction order and also a payment order in the related civil application (CV/26/0249).

8. The tribunal asked Mr Logan about the impact the non-payment of rent has had on the Applicant. Mr Logan stated the Applicant has 60 rental properties and although not receiving the income from the Property has not had so much of an impact than a business with fewer properties might have but they are a business with associated costs and explained that there were many other people waiting to move into a one-bedroom property. Mr Logan stated the present condition of the Property is unknown and it is likely some repairs may

need to be carried out and potentially some fixtures and fitting items may need to be replaced. Responding to the tribunal, Mr Logan said he was unaware of the Respondent having made any reports about repairs needing attention in the Property and Mrs Petrie stated she was unaware of any reports regarding repairs. Mrs Petrie explained that the Respondent did not respond to the emails and calls sent by her landlord however she did contact the office if there was something she needed, for example, the Applicant had replaced a washer/drier and a microwave in the Property after being contacted by the Respondent. Further responding to the tribunal, Mrs Petrie stated that she felt the Respondent understood English well, she had handwritten her own application regarding the tenancy, she conversed adequately when face to face in the office or on the phone. Mrs Petrie reiterated that the Applicant does not send text or WhatsApp messages to its tenants, saying they never want tenants to think they are being harassed; the Applicant operates on the basis of taking its tenants at face value.

Findings in Fact

9. The Applicant is stated to be the owner of the Property, and is the registered landlord.
10. The Respondent is the tenant of the Property in terms of a private residential tenancy agreement which commenced on 01 April 2025.
11. The initial calendar monthly rental was £490. The Applicant reduced the rent to £420 per calendar month, effective February 2026, therefore the Respondent is due to pay the ongoing rent of £420 per calendar month.
12. The Respondent has been in arrears of rent since July 2025, with any payments made to the account received sporadically after periods of non-payment. The last payment received by the Applicant to the Respondent's rent account was £340 in January 2026.
13. The Respondent currently owes £5,145 in unpaid rent, including unpaid rent that became due on 01 August 2026.
14. The Applicant made efforts to engage the Respondent and issued correspondence to the Respondent in compliance with the rent arrears pre-action protocol.
15. The Respondent has failed to engage meaningfully with the Applicant or follow through on a payment arrangement regarding the ongoing (reduced) rent and arrears. The Respondent has failed to meet their ongoing rent payment obligation.
16. The Respondent resided in the Property when the tenancy commenced and is believed still to be residing in the Property to date.

Reasons for Decision

17. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since 01 April 2025.
18. The application was also submitted with a Notice to Leave dated 02 December 2025, together with a copy Sheriff Officers certificate of service upon the Respondent at the Property which establishes that the Notice was served on the Respondent on 05 December 2025. The Notice states that an application to the Tribunal is to be made on ground 12 (rent arrears over three consecutive months).
19. The application to the Tribunal was made after expiry of the notice period. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.
20. Section 51(1) of the 2016 Act states, "The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies."
21. Ground 12 of Schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states "(1) It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months. (3) The First-tier Tribunal may find that the ground named in sub-paragraph (1) applies if – (a) for three or more consecutive months the tenant has been in arrears of rent, and (b) the Tribunal is satisfied that it is reasonable on account of that fact to issue an eviction order." Sub-Paragraph (4) states, "In deciding under sub-paragraph (3) whether it is reasonable to issue an eviction order, the Tribunal is to consider - (a) whether the tenant's being in arrears of rent over the period in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, and (b) the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Minister in regulations." Relevant benefits are defined in sub-paragraph (5) and include housing benefit and universal credit. The Pre Action-Requirements Regulations include the provision of clear information relating to the terms of the tenancy agreement, the level of the arrears, the tenant's rights in relation to eviction proceedings and how the tenant can access information and advice.
22. The Tribunal accepted the unchallenged evidence of the Applicant in the form of the documents submitted and the information provided at the CMD. The Tribunal is satisfied that the Respondent received intimation that she currently owes £5,145 in unpaid rent including the rent that became due on 01 August 2026. The Tribunal is satisfied that the Respondent received timeous advance notice on 23 July 2026 that the Applicant intended to request the sum sought in the application be increased to £4,725. The Tribunal is also satisfied that the Respondent has been in arrears of rent for three or more consecutive months, both at the date of service of the Notice to leave and the CMD. Ground 12 is therefore established.

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

- (a) The Tribunal is satisfied that the Applicant has complied with the Rent Arrears Pre-Action Protocol. The Applicant provided copies of email correspondence issued to the Respondent in compliance with the protocol.
- (b) The Tribunal is also satisfied that there is no evidence to contradict the Applicant's understanding that the Respondent is not in receipt of benefits, thus that the arrears could be attributable to a delay or failure in the payment of a relevant benefit.
- (c) The Respondent did not participate in the CMD or notify the Tribunal if the application was opposed.
- (d) The arrears are significant and are increasing. No payment has been made since 06 January 2026.
- (e) The Respondent has failed to engage meaningfully with the Applicant in order to address the situation and has provided no explanation for the ongoing unpaid rent and arrears.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act and that ground 12 has been established. For the reasons outlined in paragraph 23, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

Decision

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

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Elaine Paton

Elaine Paton, Legal Member

Date: 20 August 2026