



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51(1) of the Private Housing (Tenancies) Scotland Act 2016

Chamber Ref: FTS/HPC/EV/22/3606

Re: Property at 1 Brae Street, 2nd Floor Left, Dunkeld, PH8 0BA (“the Property”)

Parties:

Mr Reigh Sneddon, 4 Knowelea Terrace, Perth, PH2 0HQ (“the Applicant”)

Ms Michele Lamb, 1 Brae Street, 2nd Floor Left, Dunkeld, PH8 0BA (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member) and Elizabeth Dickson (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order of eviction be granted.

Background

- The applicant applied to the First Tier Tribunal for Scotland (Housing and Property Chamber) (‘the tribunal’) by application dated 3 October 2022.
- Accompanying the application were the following documents:
 - Notice to Leave
 - Proof of delivery
 - Extract Private Residential Tenancy Agreement
 - Email correspondence
 - Building Warrant Plan
 - Photographs of the flat



- The application was received by the tribunal on 4 October 2022. Certain further information was sought as a result.
- That documentation was forwarded and thereafter the application was received on 15 November 2022.
- On 1 December 2022 the tribunal accepted the application for determination.
- The application was sent by sheriff officers to the tenant on 18th January 2023.
- There were no representations provided by the respondent.

Case Management Discussion

- At the case management discussion the applicant attended. There was no appearance by or for the respondent.
- The applicant set out the basis upon which he seeks to recover the property namely that the respondent was in breach of the Private Residential Tenancy Agreement in respect of two matters:
 - That she was keeping dogs in the property without consent.
 - She had carried out alterations to the property without consent, namely replacing internal fire doors with other doors.

The applicant set out that he had received complaints from neighbours on three occasions and he himself had come to the property and heard the dogs. He was aware of the suggestion that the dogs were not there on a full time basis but his view is that they were. There was no contradictor to this.

- The applicant also confirmed that fire doors had been removed from the property and other doors had been put on their place. He had photographs of what had happened. He did not know where his original doors had been taken to. Alterations were not allowed in terms of the Private Residential Tenancy Agreement without the consent of the landlord.



- On that basis it appeared also that the respondent had now stopped paying rent and that there was £1,900 of arrears.
- The respondent indicated that the application ran a shop in Dunkeld. She has a primary school child there. He was never of the view this was a long term tenancy. It was to be a short term tenancy until she found something more appropriate. This was just a one bedroom property.

Findings in Fact

- The parties entered into a Private Residential Tenancy Agreement for the let of the property at 1 Brae Street, 2nd Floor Left, Dunkeld PH8 0BA on 5 July 2021.
- The Tenancy Agreement narrated at clause 34 that the tenant was not allowed to keep any animals or pets in the let property without the prior written consent of the landlord.
- The Tenancy Agreement in addition confirmed at clause 27 that the tenant was not to make any alterations to the let property, its fixtures or fittings nor to carry out any internal or external decoration without the prior written consent of the landlord. The respondent has breached the terms of the Tenancy Agreement in that she has (a) kept dogs within the property and (b) has taken off fire doors and replaced these doors.

Reasons for decision

- The applicant spoke to the tenancy and the breaches of the Tenancy Agreement. The respondent had provided no written responses to the application nor had the respondent attended at the teleconference hearing.
- The tribunal accepted the evidence provided by the landlord in terms of the issue of dogs. The landlord reported there had been three separate complaints about dogs. He had heard the dogs himself. Although he had recently attended the property on two separate occasions and not heard the dogs he had nothing to make him believe that the dogs were not still within the property. This was a breach of the Tenancy Agreement.



- In addition he was clear that the fire doors within the property had been taken off and replaced. This appeared to have been accepted by the respondent in correspondence. He wasn't aware as to the location of the fire doors.
- The tribunal accepted both the written and oral evidence provided by the respondent. There was no contradictor to this.
- The tribunal proceeded to make an order of eviction.

Decision

To make an order of eviction.

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.

Mark Thorley

1 March 2023

Legal Member/Chair

Date