



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 18 of the Housing (Scotland)  
Act 1988**

**Chamber Ref: FTS/HPC/EV/23/3156**

**Re: Property at 18 Doura Place, Irvine, Ayrshire, KA12 9AR (“the Property”)**

**Parties:**

**Mr David Simpson, Mrs Ann Simpson, 7 Renton Park, Irvine, Ayrshire, KA11  
2EF (“the Applicant”)**

**Miss Laura White, 18 Doura Place, Irvine, Ayrshire, KA12 9AR (“the  
Respondent”)**

**Tribunal Members:**

**Yvonne McKenna (Legal Member) and Frances Wood (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for Eviction is granted**

**Background**

1. An application was received by the Housing and Property Chamber dated 6 September 2023. The application was initially submitted under Rule 66 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”). The application was initially based on grounds 8, 12, 13 and 14 of Schedule 5 of the Housing (Scotland) (Act) 1988 (“the Act”).

2. The Applicant amended their application to Rule 65, and sought eviction restricted to grounds 13 and 14. They had served a Notice to Quit, which purported to end the tenancy on 9 June 2023, which did not appear to be an ish date. The tenancy agreement started on 7 May 2017, and the first term was up to 6 November 2017. The tenancy agreement states that the lease may be renewed, but does not indicate that it will renew on a monthly basis. It accordingly renews by tacit relocation every 6

months, which would be 6 May and 6 November each year. The ish date specified in the Notice to Quit is accordingly not valid.

3. Given that the tenancy agreement does mention some of the grounds of termination the Applicant sought to rely on section 18 (6) of the Act and amended their application accordingly.

4. On 24 September 2024, all parties were written to with the date for the Case Management Discussion (“CMD”) of 30 October 2024 at 10 am by teleconferencing. The letter also requested all written representations be submitted by 15 October 2024.

5. On 25 September 2024, sheriff officers served the letter with notice of the CMD date, and documentation, upon the Respondent personally. This was evidenced by Certificate of Intimation dated 25 September 2024.

6. The Respondent did not lodge any written representations.

7. The documents lodged with the application for eviction were;-

- Tenancy agreement
- AT5 dated 7 May 2017
- AT6 under Grounds 8,12,13 and 14 dated 12 May 2023
- Notice to Quit dated 12 May 2023 and signed for by the Respondent accepting service of even date.
- Section 33 Notice dated 12 May 2023 signed for by the Respondent accepting service of even date.
- Section 11 Notice dated 12 September 2023
- E-mail to Local Authority intimating Section 11 Notice
- Photographs of the Property
- Letter to the Respondent dated 11 July 2024 from North Ayrshire Council regarding garden conditions
- Rent statement dated 15 November 2023

### **The Case Management Discussion**

8. A Case Management Hearing (‘CMD’) took place by teleconference at 10 am on 30 October 2024. Both parties dialled in to the CMD. Neither party was represented.

9. The CMD was conjoined with an application for a Payment Order under Chamber reference FTS/HPC/CV/23/3259.

10. The Tribunal explained to the parties the purpose of the CMD, and the procedure which would be adopted. The Tribunal explained to parties that in terms of Rule 17 (4) of the Regulations, that the Tribunal may do anything at a CMD which it may do at a Hearing, including making a decision.

### *Position of the Applicant*

11. The Applicant invited the Tribunal to grant the Eviction Order.

12. Mr Simpson said that the Property was in need of complete renovation and redecoration. It is currently not fit to live in. He said that, 'every part needs done up'. He said that he has been trying to support the Respondent to get a house through the local authority. He would not like to see her, 'out on the street'.

13. He said that there continues to be a mattress in the living room. Directly above the mattress, are the ceiling lights, through which there is a leak from the upstairs shower. The shower screen is broken and the toilet in the bathroom is cracked. Outside, the fence has come down around the garden area. There is disrepair both outside and inside the Property. The Property requires a new kitchen. He referred to the written evidence, and photographs supporting the fact that the tenancy conditions have been breached, and that the Property has not been appropriately maintained by the Respondent. He said that the required works at the Property could not be carried out with a tenant in residence, and would require vacant possession.

14. Mr Simpson said that the Respondent's Universal Credit had stopped in March 2023, as she had informed the benefits agency that another family had moved into the Property. This meant that the benefits agency had stopped meeting the rent to the Applicant over this period.

15. Mrs Simpson added that the rubbish outside the Property in the garden was, 'unbelievable'. There have been complaints by the neighbours to the local authority and Environmental Health has been sent out. She said that the Respondent had breached further conditions of the tenancy agreement by allowing her partner and his son and daughter to reside there. A bed was placed in the living room and the house had deteriorated markedly during that period. She noted that as far as she was aware the mattress remained in the living room and the Respondent's partner lived at the Property part-time. She said that there is a great deal of damage which has been occasioned at the Property. The Applicant seeks the Property to be returned to them, so that they can put it back into a reasonable state of repair once again.

### *Position of the Respondent*

16. The Respondent candidly stated that she was not opposing the eviction order. She said that she accepted everything which had been said by her landlords in their supporting documents. In actual fact, she '100%' agreed with them, that grounds of the tenancy agreement had been broken, and that the Property was not in a habitable condition. She said that before becoming pregnant, she had experienced a miscarriage. She said that things had 'piled on top' of her, and that she had 'spiralled into a downfall'. She said that she had been in the Property now for over 10 years and that conditions in the Property now were, 'beyond help'.

17. In relation to the mattress being in the living room, she said that she was physically unable to move this into another room due to its weight, and her condition.

Her partner now only stays at the Property for 2 days per week. His children no longer stay overnight.

18. She lives in the Property together with her son who is almost 12 years of age. She is now 16 weeks pregnant. Neither of them has any health conditions nor support needs. She has been in touch with the local authority regarding rehousing. She contacted them in May 2023, when the Notice to Quit was served, and has been back in touch over the past month. She said that she was aware she could take independent legal advice from a solicitor or rights agency, but had not done so as she did not feel that this was necessary, as she was not opposing the Order.

### **Findings in Fact**

19. The Applicant entered into an Assured Tenancy Agreement with the Respondent with a commencement date of 7 May 2017.

20. The tenancy agreement makes provision for the parties' contract to be brought to an end if Grounds 13 and 14 are established.

21. In terms of the Assured Tenancy Agreement, the Respondent agreed to take care of the Property and to maintain the garden area. Further, the Respondent agreed to keep the Property clean and in a good condition. The Respondent agreed not to cause, or allow others to cause, a nuisance or annoyance to the neighbours. The Respondent also agreed not to allow any other person other than the residents of the Property to occupy the Property or to share it.

22. The Respondent has failed to maintain the garden at the Property in a fit and reasonable state. The garden is full of rubbish and household items discarded by the Respondent.

23. There have been repeated complaints from neighbours at the Property regarding the rubbish / waste items which require to be removed, and which bring down the aesthetics of the area. North Ayrshire Council wrote to the Respondent on 11 July 2024 regarding the garden conditions.

24. The condition of the interior of the Property has deteriorated owing to the neglect of the Respondent.

25. The Respondent has allowed persons other than residents to occupy the Property.

26. Multiple obligations of the tenancy agreement have not been performed by the Respondent.

27. The Respondent accepts Grounds 13 and 14 of the Act are established.

28. The Applicant has established that section 18(6) of the 1988 Act is applicable.

29. The Applicant is entitled to an order for possession.

### **Reasons for Decision**

30. The Tribunal considered all of the written documents along with the submissions made by the Applicant and determined that in all the circumstances that the Applicant had satisfied the Tribunal that ground 18(6) of the Act is applicable. The tenancy agreement provides for the parties' agreement to be terminated if either Ground 13 or 14 are established. The Tribunal considers that both Grounds are established. The Respondent herself accepted this.

31. It is reasonable to grant the Order for Eviction. In terms of reasonableness, the Respondent has accepted her behaviour. She agrees that she has breached the conditions of her tenancy. She accepts that the Property is in a bad state of repair owing to her neglect. She agrees that it is reasonable in the circumstances for the Tribunal to grant the order of eviction.

32. The Applicant has established grounds 13 and 14 and is entitled to an order for repossession.

### **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.**



**Yvonne McKenna**

**30 October 2024**

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**Legal Member/Chair**

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**Date**

