



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

Chamber Ref: FTS/HPC/EV/24/3366

Re: Property at 29B Davidson Street, Airdrie, North Lanarkshire, ML6 0ED (“the Property”)

Parties:

LRJ Propertys Limited, 30 Oakbank Street, Airdrie, North Lanarkshire, ML6 8LE (“the Applicant”)

Miss Amy O’Hare, 29B Davidson Street, Airdrie, North Lanarkshire, ML6 0ED (“the Respondent”)

Tribunal Members:

Andrew Cowan (Legal Member) and Mary Lyden (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 eviction should be granted in favour of the Applicant.

Background

1. This is an application by the Applicant for an eviction order in relation to a Private Residential Tenancy (“PRT”) in terms of rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”). The PRT had been granted by the Applicant to the Respondent commencing on 11 August 2023.
2. The application was dated 24th July 2024.
3. The application relied upon a Notice to Leave dated 14th June 2024, issued in terms of section 50 of the *Private Housing (Tenancies) (Scotland) Act 2016*, served upon the Respondents by email, all in accordance with the provisions

of the PRT. The Notice relied upon Ground 11 of Schedule 3 Part 1 of the 2016 Act, being that “the tenant has failed to comply with an obligation under the tenancy”. The Notice to Leave intimated that an application to the Tribunal would not be made before 15th July 2024.

4. The Notice to Leave gave details of why the Applicant considered the Respondent had breached the terms of the tenancy agreement between the parties.
5. Evidence of a section 11 notice in terms of the *Homelessness Etc. (Scotland) Act 2003* served by email upon North Lanarkshire Council on 24th July 2024 was included in the application papers.

The Hearing

6. The matter called for a case management discussion (“CMD”) of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 11th April 2025.
7. The Applicant was represented on the conference call by Mr Paul Clark and Mr Danny Spring from Aquila Management Services. That company provides letting management services to the Applicant and are authorised to act on behalf of the Applicant in relation to the application.
8. The Respondent did not join the CMD call. The Tribunal were satisfied that the Application, and details of the CMD, had been intimated upon the Respondent by Sheriff Officers on 5th March 2025. The Respondent has not made any written representations to the Tribunal in advance of the CMD. The Tribunal is satisfied that the Respondent has been given reasonable notice of the date, time and place of the CMD and that the requirements of rule 24(1) of the First-Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Procedure Rules”) have been duly complied with. In the circumstances the Tribunal proceeded with the application in accordance with rule 29 of those Procedure Rules.
9. At the CMD, the Applicant’s representative confirmed that the application for eviction was insisted upon.
10. The Applicant’s representative explained that the Respondent, those living with the Respondent or visitors invited by the Respondent to the Property, had caused damage to the Property. On 1st January 2024 the front door of the Property had been damaged, and the window panel of the door had been broken. On 22nd April 2024 the front door of the Property had been further damaged when the door was broken off its hinges and subsequently required to be repaired at a cost of approximately £650. The Respondent had eventually paid the cost of the necessary repairs to the door and had accepted liability for the damage caused. The Applicant’s representative highlighted that the Respondent had failed to take reasonable care of he

Property as required by paragraph 16 of the tenancy agreement entered into between the parties.

11. The Applicant's representatives further highlighted to the Tribunal that they considered that the Respondent had allowed the Property to become overcrowded, in breach of paragraph 13 of the tenancy agreement. It was understood that the Property was currently occupied by the Respondent, together with her partner and her three children. The Property is a one bedroom flat and not of a suitable size for the number of people now occupying the Property. The Applicant's representatives accepted that the issue of overcrowding had not been referred to in the Notice to Leave as served upon the Respondent. They considered, however, that this was further evidence of the Respondent's general breach of the terms of the tenancy agreement conditions and was relevant to the question of whether it was reasonable for the Tribunal to grant an eviction order.
12. The Applicant's representatives had also lodged a rent statement with the Tribunal in advance of the CMD. That statement demonstrated that the Respondent had not paid the monthly rent due in terms of the tenancy agreement from December 2024 onwards. The Respondent had accrued rent arrears of £3100 as at the date of the CMD. The Applicant's representatives accepted that rent arrears had not been referred to in the Notice to Leave as served upon the Respondent. It was explained that the rent arrears had accrued in the period after the Notice to Leave had been served upon the Respondent and after the date the Application was lodged with the Tribunal. It was submitted that this was further evidence of the Respondent's general breach of the terms of the tenancy agreement conditions and was relevant to the question of whether it was reasonable for the Tribunal to grant an eviction order.
13. The Applicant's representatives explained that they had last had direct contact with the Respondent around November 2024. At that time the Respondent had indicated that she did not intend to oppose the granting of an eviction order. The Respondent had indicated to the Applicant's representatives that she wished to move to social housing but that the local authority would not make the Respondent an offer of such alternative housing unless the Tribunal had granted an order for eviction in relation to the Property.

Findings in Fact and Law

14. The Applicant let the Property to the Respondent under a Private Residential Tenancy which commenced on 11 August 2023 ("the Tenancy").
15. Notice to Leave was emailed to the Respondent on 14th June 2024. The notice to leave relied upon Ground 11 of Schedule 3 part 1 of the 2016 Act.

16. A section 11 notice in the required terms of the *Homelessness Etc. (Scotland) Act 2003* was served upon North Lanarkshire Council on the Applicant's behalf on 24th July 2024.
17. The Respondent has failed to comply with obligations under the tenancy. The Respondent has failed to take reasonable care of the Property. The Respondent has allowed the Property to become overcrowded.
18. The Respondent has accrued rent arrears in the sum of £3100 as of 11th April 2025. The Respondent continues to fail to meet her obligations to pay rent under the contractual terms of the tenancy between the parties.
19. It is reasonable that an order for eviction is granted.

Reasons for Decision

20. The application is in terms of rule 109, being an order for eviction of a PRT. We were satisfied on the basis of the application and supporting papers that the Notice to Leave had been competently drafted and served upon the Respondent.
21. Ground 11 of Schedule 3 to the 2016 Act (as amended and applying to this application) applies if:
- (a) the tenant has failed to comply with a term of the tenancy, and
 - (b) the Tribunal considers it to be reasonable to issue an eviction order on account of that fact.
22. The Tribunal are satisfied on the basis of the evidence provided with the Application, along with the uncontested submissions made on the Applicant's behalf at the CMD, that the Respondent (as tenant under the tenancy agreement between the parties) has failed to comply with the terms of the tenancy. The Respondent has failed to take reasonable care of the Property and has allowed the Property to become overcrowded.
23. The Tribunal also considered whether it was reasonable to issue an eviction order. The Tribunal has a duty, in such cases, 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 to grant the order will be relevant.
24. The Tribunal accept that the Respondent has failed to adhere to the conditions of the tenancy agreement by failing to take care of the Property and by allowing the Property to become overcrowded. The Respondent has incurred rent arrears in the sum of £3100 as at the date of the CMD and has made no efforts to make payment towards those arrears, or to otherwise enter

into any agreement for future payment of those arrears. The Tribunal consider that actions of the Respondent suggest that the Applicant's right to recover past and future rent due by the Respondent is significantly at risk.

25. The Respondent has not entered an appearance before the Tribunal and has not provided any written opposition to the Tribunal.

26. In all the circumstances the Tribunal are satisfied that it is reasonable to grant an order for eviction.

27. The Tribunal also exercised the power within rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 and determined that a final order should be made at the CMD.

Decision

28. In all circumstances, we grant an order against the Respondent for eviction from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 further to ground 11 of Schedule 3 of that Act.

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.

Andrew Cowan

Legal Member/Chair

11th April 2024

Date