



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 54 of the Private Housing (Tenancies) Scotland Act 2016

Chamber Ref: FTS/HPC/EV/24/3727

Re: Property at 6/1 Loganlea Terrace, Edinburgh, EH7 6NX (“the Property”)

Parties:

Ms Martina Cecchini, Apt 8 Kings Bridge, South Douglas Road, Cork, T12 K4V2, Ireland (“the Applicant”)

Mr Giuseppe Sansonna, Ms Erin Paterson, 6/1 Loganlea Terrace, Edinburgh, EH7 6NX (“the Respondents”)

Tribunal Members:

Andrew Upton (Legal Member) and Helen Barclay (Ordinary Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order should be granted, and that the Private Residential Tenancy between the parties will end on 9 June 2025.

Statement of Reasons

1. This Application called for its Case Management Discussion by teleconference call on 7 May 2025. The Applicant was represented by Mr Paine. The Respondents were not present or represented.
2. In this application the Applicant seeks and eviction order under Ground 11 of Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 (“the Act”). She claims that the Respondents are in breach of their private residential tenancy agreement. Specifically, she claims that the Respondents are in breach of clauses 7, 17, 20, 29, 31 and 36 of the tenancy agreement. Those clauses are in the following terms:-

“7. OCCUPATION AND USE OF THE PROPERTY

The Tenant agrees to continue to occupy the Let Property as his or her home and must obtain the Landlord's written permission before carrying out any trade, business or profession there.

17. REASONABLE CARE

The Tenant agrees to take reasonable care of the Let Property and any common parts, and in particular agrees to take all reasonable steps to:

...

- ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;

...

- not to keep any dog, cat or other pet without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the accommodation, deterioration in the common areas, nuisance to neighbours or in the locality of the Let Property;

20. ACCESS FOR REPAIRS, INSPECTIONS AND VALUATIONS

The Tenant must allow reasonable access to the Let Property for an authorised purpose where the Tenant has been given at least 48 hours' notice, or access is required urgently. Authorised purposes are carrying out work in the Let Property which the Landlord is required to or is allowed to, either by law, under the terms of this Agreement, or any other agreement between the Landlord and the Tenant; inspecting the Let Property to see if any such work is needed; and carrying out a valuation of the Let Property. The right of access also covers access by others such as a contractor or tradesman hired by the Landlord.

29. ALTERATIONS

The Tenant agrees not to make any alteration 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. Any decoration desired by the Tenant requires prior written approval from the Landlord, and will be carried out at the Tenant's expense in a good and tradesman-like manner, only using materials and colours that have had the Landlord's written approval.

31. PRIVATE GARDEN

In the event that the Let Property has a private or allotted garden the Tenant undertakes to maintain the garden in a neat, tidy and weed-free condition and to keep any lawn and hedges properly and regularly cut and established flowerbeds maintained. Where the Tenant fails to maintain the garden in a reasonable manner and the Landlord incurs costs in bringing the garden up to a reasonable standard at the end of the tenancy, the Landlord can apply for that cost to be deducted from the deposit.

36. PETS

The Tenant has been given permission to keep a dog in the property. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Let Property or common areas, nuisance either to neighbours or in the locality of the Let Property. Such consent, if granted, shall be revocable at any time by the Landlord. The Tenant undertakes to meet the cost of any damage or soilage to the Let Property, common areas or garden, caused by the animal including but not limited to de-infestation where required. A professional deep steam clean to carpets and soft furnishings may be required.”

3. The Applicant’s position is that the Respondents had permission to keep one dog, but are keeping two large dogs. They have allowed the dogs to damage the Property, including by urinating on the hardwood floors and destroying the furniture provided by the Applicant. Additionally, the Respondents are operating a dog-sitting business from the Property. They have installed key safes at the front door without permission, and apparently for some purpose related to the dog-sitting business. The Respondents are not maintaining the garden ground at the Property. They have obstructed access for inspections, including for the purposes of gas and electrical safety inspections. In support of the various allegations, the Applicant has produced photographs of the Property taken during an inspection of the Property, together with other photographs downloaded from the Respondent’s Facebook page for the dog-sitting business.
4. At the CMD, Mr Paine advised that the Applicant is concerned that the Respondents will continue to cause damage to the Property. There is a deposit, but that is unlikely to be sufficient to address the existing damage, particularly having regard to the rent arrears that are now due. Mr Paine explained that the Respondents are in rent arrears of £945. The arrears are not a ground for eviction in this Application, but are relevant to whether it is reasonable to grant the order. Mr Paine advised that the first Respondent, Mr Sansonna, is employed as a locksmith. The Respondents have no known dependants. The Property has not been adapted for their use. The Applicant is not aware of any local specialist services being accessed by the Respondents. There is a private garden to the front of the Property and a shared garden to the rear. Both are being utilised by the Respondents for their dogs and the dog-sitting business.
5. The Tribunal has the power to do anything at a CMD that it may do at a Hearing, including make a decision (Rule 17(4) of the First-tier Tribunal for Scotland Housing and Property Chambers Rules of Procedure 2017). When making a decision, the Tribunal requires to have regard to the overriding objective to deal with proceedings justly (Rule 2).
6. The Respondents have received service of the Application and notification of the CMD. They have chosen not to lodge written representations or attend the

CMD to object to the Application. There was no material presented to dispute the allegations in the Application.

7. Having considered the Application and further submissions by Mr Paine, the Tribunal was satisfied that the Respondents were in breach of clauses 7, 17, 20, 29, 31 and 36 of the Tenancy Agreement. Additionally, the Tribunal was satisfied that it was reasonable to grant the eviction order in this case. The Respondents are in arrears of rent. They have been obstructive as regards access. They are in flagrant breach of their obligations under the tenancy agreement. They are not engaging with the Applicant's agent. For all of those reasons, it was reasonable to grant the eviction order.
8. For the purposes of section 51(4) of the Act, the Private Residential Tenancy between the parties will end on 9 June 2025.

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 Upton

07.05.2025

Legal Member/Chair

Date