

**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/24/3940

**Re: Property at 0/2, 85 Dinart Street, Riddrie, Glasgow, G33 2DF (“the
Property”)**

Parties:

**Ms Veronica Lanagan, 660 Stirling Road, Luggiebank, Glasgow, G67 4AB (“the
Applicant”)**

**Mr Armindo Nascimento, Mrs Idalina Nascimento, 0/2, 85 Dinart Street, Riddrie,
Glasgow, G33 2DF (“the Respondent”)**

Tribunal Members:

Ruth O'Hare (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the provisions of ground 3 of schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) have not been met in this case.

The Tribunal therefore refused to make an eviction order under section 51 of the 2016 Act.

Background

- 1 This is an application under Rule 109 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”). The Applicant relied upon ground 3 as the ground for possession, stating their intention to refurbish the property.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 17 July 2025. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notice was

served upon the Respondent by sheriff officers. Both parties were invited to make written representations.

- 3 On 17 June 2025 the Tribunal issued a Direction to the Applicant requiring them to provide *“in respect that the Applicant relies on Ground 3 of Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 and has submitted a Survey Report and Proposal from Peter Cox which recommends mould treatment to remove mould and redecoration at the Property, any evidence, firstly that the Applicant intends to carry out significantly disruptive works to the Property and secondly that it would be impracticable for the Respondents to continue to occupy the Property given the nature of the works recommended by Peter Cox Limited. This evidence should be lodged with the Chamber no later than close of business on 8 July 2025.”*
- 4 On 19 June 2025 the Tribunal received written representations from Govanhill Law Centre on behalf of the Respondent. A copy of the written representations were intimated to the Applicant.
- 5 On 25 June 2025 the Tribunal received a response to the Direction from the Applicant’s representative 1-2-Let (Letting and Sales) Ltd. The Applicant’s representative advised that they had received a verbal quote for the works, which would be extensive, affect multiple rooms and require the use of chemical treatments. The Applicant’s representative provided inspection reports as evidence of the current condition of the property.
- 6 On 30 June 2025 the Tribunal wrote to the Applicant’s representative advising that a verbal quote was insufficient and the Tribunal would require to see a quotation with a detailed schedule of works. The Tribunal asked the Applicant’s representative to lodge this as soon as possible.
- 7 On 16 July 2025 the Applicant’s representative submitted a written quote from Alistair Donaldson Decorating Services.

The CMD

- 8 The CMD took place on 17 July 2025 at 10am by teleconference. The Applicant was represented by Miss Kirsty Haughie of 1-2-Let (Letting and Sales) Ltd. The Respondent was represented by Ms Lyndsey McBride of Govanhill Law Centre.
- 9 The Tribunal explained the purpose of the CMD and the legal test. The Tribunal proceeded to discuss the application with the parties.
- 10 The Tribunal asked Ms Haughie about the written quote that had been submitted by the Applicant, which did not appear to provide any specific information about the nature of the works, nor the requirement for the Respondents to move out of the property. Ms Haughie explained that the written quote had been received late. Initially the Applicant had been provided with a verbal quote over the phone. The contractor had been asked to provide further detail but had not done so. Ms Haughie explained that there were further

works planned, including lifting floors and skirting board and replacing windows. However, a full schedule of works could not be prepared until the Respondents vacated the property. The Applicant felt that the extent of the works would be disruptive to the Respondents as it would involve chemicals and damp treatments. Furthermore the property was cluttered which would present difficulties in terms of access for the contractors. Ms Haughie did not know the timescales for completion of the works. The Applicant was not sure about her intentions once the refurbishment was complete.

- 11 The Tribunal asked Ms Haughie if the Applicant could produce any further evidence in support of the eviction ground. Ms Haughie stated that there was no additional evidence that the Applicant could submit at this stage. The Applicant planned to obtain further quotes once the property was vacant.
- 12 Ms McBride stated that the quote produced by the Applicant did not specify the nature of the works, how long they would take, or the level of disruption to the Respondents. The Applicant had therefore failed to evidence that the ground for possession was met. Ms McBride did advise that the Respondents had recently been offered a property by a local housing association. She believed they had signed a contract, but Ms McBride had not yet had sight of this. She could not confirm when the new property would be ready, but understood it may be towards the end of this month. The Respondents had viewed the new property and were happy with it. In the meantime the Respondents were maintaining their opposition to the eviction order.
- 13 The Tribunal adjourned the CMD to deliberate, at which point parties left the call, before resuming the discussion and confirming its decision.

Findings in fact

- 14 The Applicant is the landlord, and the Respondents are the tenants, of the property in terms of a private residential tenancy agreement which commenced on 15 May 2018.
- 15 On 28 May 2024 the Applicant sent the Respondents a notice to leave by email. The Respondents consented to the delivery of notices by email under clause 4 of the tenancy agreement between the parties.
- 16 The notice to leave included ground 3, and stated that an application for an eviction order would not be submitted to the Tribunal any earlier than 23 August 2024.
- 17 On 26 August 2024 the Applicant sent a notice under section 11 of the Homelessness etc (Scotland) Act 2003 to Glasgow City Council by email.
- 18 The Applicant intends to carry out works to the property to address issues of condensation and damp.

- 19 The Applicant has obtained a quote from Alistair Donaldson Decorating Services in the sum of £3800. The quote is broken down into “Materials £1700” and “Labour (Painting and Decorating) £2100”.
- 20 The quote does not detail the nature of the works. The quote does not establish that it would be impracticable for the Respondents to remain in the property whilst the works are carried out.
- 21 The Applicant has no further evidence to submit to the Tribunal regarding the planned works.

Reasons for decision

- 22 The Tribunal considered whether the application should be referred to a full evidential hearing. Miss Haughie had however been clear in her submissions at the CMD that the Applicant had no further evidence to submit in support of the ground for possession. Accordingly, the Tribunal considered that it could make relevant findings in fact in order to reach a decision based on the information before it at the CMD.
- 23 The Tribunal was satisfied that the Applicant had given the Respondents a notice to leave that complied with the requirements of the 2016 Act. However, the Tribunal was not persuaded that ground 3 has been met in this case.
- 24 Ground 3 provides as follows:-

“3(1)It is an eviction ground that the landlord intends to carry out significantly disruptive works to, or in relation to, the let property.

(2)The First-tier Tribunal may find that the eviction ground named by sub-paragraph (1) applies if—

(a)the landlord intends to refurbish the let property (or any premises of which the let property forms part),

(b)the landlord is entitled to do so, ..

(c)it would be impracticable for the tenant to continue to occupy the property given the nature of the refurbishment intended by the landlord, and

(d)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.

(3)Evidence tending to show that the landlord has the intention mentioned in sub-paragraph (2)(a) includes (for example)—

(a)any planning permission which the intended refurbishment would require,

(b)a contract between the landlord and an architect or a builder which concerns the intended refurbishment.”

- 25 The Tribunal accepted that the Applicant intends to carry out work to the property to address the condensation and mould, which was evident in the property inspection reports produced. However, the Applicant has failed to establish that it would be impracticable for the Respondents to continue to live in the property given the nature of the works. The quote provided by Alistair

Donaldson Decorating Services provides no specification as to the nature of the works, nor any information to suggest that the Respondents could not remain in the property whilst the works are being carried out. Whilst Miss Haughie had referenced the use of chemicals, and issues with access, no further detail had been provided to satisfy the Tribunal that the nature of the works would be so disruptive that it would require the Respondents to be evicted from their home.

- 26 The Tribunal therefore determined to refuse the application for an eviction order. The decision of the Tribunal was unanimous.

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.

R.O'Hare

17 July 2025

Legal Member/Chair

Date