



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/25/1330

Re: Property at 191 Whifflet Street, Coatbridge, ML5 4ED (“the Property”)

Parties:

Mr Hugh McBride, Mrs Maureen McBride, 1 Glencairn Drive, Strawberry Fields, Coatbridge, ML5 5HE (“the Applicants”)

Miss Annie Hoey /Gardiner, Mr Martin Mulholland, 191 Whifflet Street, Coatbridge, ML5 4ED; 2E Langloan Street, Coatbridge, ML5 1ET (“the Respondents”)

Tribunal Members:

Ms H Forbes (Legal Member) and Mrs H 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.

Background

1. This is a Rule 109 application dated 28th March 2025. The Applicants are seeking an eviction order under Ground 11. The Applicants lodged a copy of a private residential tenancy agreement between the parties in respect of the Property, which tenancy commenced on 1st June 2020, copy Notice to Leave with evidence of service, copy section 11 notice with evidence of service, and photographs.
2. Service of the application and notification of a forthcoming Case Management Discussion was served upon the Respondents on 21st August 2025 by Sheriff Officers.

The Case Management Discussion

3. A Case Management Discussion (“CMD”) took place by telephone conference on 30th September 2025. The Applicants were in attendance. The Respondents were not in attendance.

4. The Tribunal considered the terms of Rule 29. The Tribunal determined that the requirements of Rule 17(2) had been satisfied, and it was appropriate to proceed with the application in the absence of the Respondents.
5. The Applicants informed the Tribunal that a text had been received from the Respondent, Ms Hoey, minutes before the CMD commenced. The Respondent had asked if the Applicants had heard anything about the CMD. Otherwise, the Applicants said, there had been no recent contact from the Respondents. Mr Mulholland no longer lives at the Property.
6. The Applicants asked the Tribunal to make an eviction order under ground 11. There have been issues in respect of rubbish left in the garden for around three years, as evidenced by the photographs lodged. Environmental Health have been involved on five occasions, following complaints from neighbours, and some of the photographs had been taken by Environmental Health. The Respondents had been given numerous opportunities and extension to deadlines in respect of clearing the rubbish. Environmental Health were last involved around March 2025. The rubbish has been removed on occasion, but the issue always reoccurs. Prior to December 2025, the garden was cleared, but matters soon deteriorated after Christmas. There have been as many as 18 black bags of waste in the garden. Food waste has been left in the garden, and the neighbours have been concerned about rodents. Old toys and furniture have been left in the garden. The Respondents were not putting the bins out regularly, or putting the wrong items in the wrong bin, so the bin would not be emptied. The Applicants accessed the Property in October 2024 and found it to be in a poor state internally. The Applicants said the Respondents have been aggressive on occasion towards the Applicants when trying to discuss matters. The Applicants said they have always responded to reports in respect of repairs, including matters relating to damp within the Property.
7. Responding to questions from the Tribunal, the Applicants said there had been issues with rent payments in the past, but there are no current rent arrears. The Respondent, Ms Hoey, has two young children living in the Property. The Applicants are not aware of any vulnerabilities on the part of Ms Hoey or the children. The Applicants said they had not been involved in any multi-agency meetings regarding the Respondents, and they were not aware of any social work involvement.
8. Responding to questions from the Tribunal as to the term breached in the tenancy agreement, the Applicants said the Respondents had undertaken to maintain the exterior which consists of the garden and bin area. Although the tenancy agreement provided to the Tribunal was not signed by the Respondents, the Applicants said a copy had been signed and retained by the Respondents. The Applicants said they had not used the Scottish Government style tenancy agreement because one of the Respondents was a relative and they thought they could keep matters less formal. The Applicants said they were ignorant of the correct requirements at the time. The Applicants said they had

not intended to let the Property, which had been the family home of a parent, but the Respondents needed a home, and they agreed to help.

9. The Applicants said the Respondent, Ms Hoey, had informed the Applicants' son that the Property was no longer suitable for her and her children. The Applicants said the Respondent had previously told them she was in contact with the local authority regarding accessing social housing. Ms Hoey had previously messaged the Applicants and said she was waiting to be allocated a house. Ms Hoey said she had been told by the local authority not to vacate the Property as she may be considered intentionally homeless.
10. As the CMD was drawing to a close, the Applicants received a text message from Ms Hoey, again asking for the outcome of the CMD. The Applicants reported that Ms Hoey said she had been told by Housing that she was not required to be at the CMD, and she was unable to attend due to personal circumstances. The Applicants said Ms Hoey also stated that she had not been provided with a phone number to join the telephone conference.

Findings in Fact and Law

11.
 - (i) Parties entered into a private residential tenancy agreement in respect of the Property which commenced on 1st June 2020.
 - (ii) The Applicants have served a Notice to Leave upon the Respondents.
 - (iii) The Respondents have failed to comply with their obligations under the tenancy agreement.
 - (iv) It is reasonable to grant an eviction order.

Reasons for Decision

12. The Tribunal considered the content of the text message said to have been received by the Applicants during the CMD. The Tribunal noted that the Respondent, Ms Hoey, was aware of the date of the CMD, as she had contacted the Applicants to request the outcome. The Tribunal was aware that the joining details including the correct telephone number and code was stated on the letter which was served by personal service on Ms Hoey on 21st August 2025. It was clear the Respondents had both been served with the application and notification of the CMD and had chosen not to attend.
13. Ground 11 of Schedule 3 of the Act provides that it is an eviction ground that the tenant has failed to comply with an obligation under the tenancy. The Tribunal may find that the ground applies if the tenant has failed to comply with a term of the tenancy and the Tribunal is satisfied that it is reasonable on account of that fact to issue an eviction order. The Tribunal is satisfied that Ground 11 has been established, in that the Respondents have failed to

maintain the exterior which consists of the garden and bin area. The Respondents have also failed to comply with the implied term that they will use the subjects with reasonable care.

14. In considering whether it was reasonable to grant the eviction order, the Tribunal considered the circumstances of both parties. The behaviour of the Respondents has been to the detriment of neighbours. There has been considerable involvement of Environmental Health. The photographs lodged show the extent of the situation.
15. The Tribunal took into account that there are children in the Property who may be affected by the granting of an eviction order, however, the Respondents did not see fit to attend the CMD or make any representations to assist the Tribunal in considering reasonableness.
16. In all the circumstances, the Tribunal considered that a *prima facie* case in respect of reasonableness had been made out on behalf of the Applicants. It was incumbent upon the Respondents to attend or make representations to the Tribunal to indicate why an order should not be granted, and the Respondents failed to do so. The Tribunal considered it was reasonable to grant the order sought.

Decision

17. An eviction order in respect of the Property is granted. The order is not to be executed prior to 12 noon on 3rd November 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.

H Forbes

Legal Member

30th September 2025