

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 (“the 2016 Act”)

Chamber Ref: FTS/HPC/EV/25/1575

Re: Property at 6 Mannfield Avenue, Bonnybridge, FK4 2DA (“the Property”)

Parties:

Mrs Mary Miller, 40 Clarinda Avenue, Camelon, FK1 4LZ (“the Applicant”)

Mr David Gray, 6 Mannfield Avenue, Bonnybridge, FK4 2DA (“the Respondent”)

Tribunal Members:

Sarah O'Neill (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order should be granted in favour of the Applicant against the Respondent.

Background

1. An application form was received from the Applicant on 13 April 2025 under rule 109 of Schedule 1 to the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). The application stated that the Applicant sought recovery of the property under Grounds 11 and 14 as set out in Schedule 3 of the 2016 Act, as amended.
2. Attached to the application form were:
 - i) Copy private residential tenancy agreement between the parties in relation to the property, which commenced on 1 September 2019.
 - ii) Notice to Leave dated 11 March 2025 citing grounds 11 (breach of tenancy agreement) and 14 (anti-social behaviour) and stating the date

before which proceedings could not be raised to be 11 April 2025, together with proof of sending by email on 11 March 2025.

- iii) Copy notice under section 11 of the Homelessness etc. (Scotland) Act 2003 to Falkirk Council, together with covering email dated 11 April 2025.
- iv) "Personal statement" by the Applicant setting out further details of the reasons for making the application.
- v) Signed written statement by a neighbour of the Respondent dated 13 April 2025.
- vi) Various detailed correspondence between the Applicant and the Respondent dated between 21 August 2019 and 7 March 2025.
- vii) Various photographs of the interior and exterior of the property.

3. The application was accepted on 6 May 2025.
4. Notice of the case management discussion (CMD) scheduled for 2 October 2025, together with the application papers and guidance notes, was served on the Respondent by sheriff officers on behalf of the Tribunal on 21 August 2025. The Respondent was invited to submit written representations by 10 September 2025.
5. No written representations were received from the Respondent in advance of the CMD.

The case management discussion

6. The CMD was held by teleconference call on 2 October 2025. The Applicant was presented on the teleconference call and represented herself.
7. The Respondent was not present or represented on the teleconference call. The Tribunal delayed the start of the CMD by 10 minutes, in case the Respondent had been detained. He did not join the teleconference call, however, and no telephone calls, messages or emails had been received from him.
8. The Tribunal was satisfied that the requirements of rule 17 (2) of the 2017 rules regarding the giving of reasonable notice of the date and time of a case management discussion had been duly complied with. It therefore proceeded with the CMD in the absence of the Respondent.

The Applicant's submissions

9. The Applicant initially asked the Tribunal to grant an eviction order in her favour against the Respondent on grounds 11 and 14. She later indicated, however,

that she would be happy to proceed on ground 11 alone, should the Tribunal be satisfied that this had been established.

10. The Applicant told the Tribunal that the Respondent had been a tenant in the property since 2017. Since the start of the tenancy, there had been various difficulties with the Respondent. He had failed to keep the property tidy and in a good state of repair from the beginning, but the situation had gradually deteriorated.
11. The Applicant said that at first, the issues had been mainly internal to the property but had then started to affect the neighbours both within the block and next door. He had tried to address the issues at first, but then seemed to have stopped caring about them. Things had become worse during the coronavirus pandemic, when the Applicant had been unable to continue her regular visits to the property.
12. The property is a flat within a former local authority block of four. Three of the flats are now privately owned, but the upstairs neighbour is a council tenant. The council tenant upstairs had complained to the Council numerous times, but they had failed to take action and had not notified the Applicant about the complaints. She had only become aware of the impact the Respondent's actions were having on the neighbours at the start of 2025. She had submitted a signed letter from one of his neighbours outlining the impact his actions were having on them and their family.
13. The Respondent had engaged in anti-social behaviour in various respects. There had also been a number of repeated breaches of the tenancy agreement by the Respondent, many of which involved such anti-social behaviour. The main breaches fell within the following categories:
 - **Unauthorised pets and related damage to the property:** the Respondent has had up to three dogs in the property at various points without permission. Two of these are still there, despite the Applicant having asked the Respondent to remove these several years ago. He has also kept cats without permission. These are breaches of clauses 63 and 65 of the tenancy agreement (unauthorised pets). These animals have also caused damage to flooring and doors within the property, which is a breach of clause 16: reasonable care.
 - **Neglect of the internal property:** from early in the tenancy, the Respondent had failed to keep the property clean and had at one point brought a motorbike into the property. and (clause 39), These were in breach of clause 16: reasonable care.

- **Unauthorised modifications to the property:** The Respondent had covered kitchen worktops and living room cupboards without permission and removed the bedroom carpet, which was in breach of clause 26 (alterations) of the tenancy agreement.
- **Tampering with fire safety equipment:** The Respondent had disconnected a alarm and a carbon monoxide monitor, which was a breach of clause 16: reasonable care.
- **Garden neglect and damage:** the Respondent had failed to maintain the garden, leaving rubbish outside, bringing in unauthorised slabs, using a motorbike on the grass, failing to keep the hedge at gate level , not cutting grass and keeping weeds under control, which was in breach of both clause 16 and clause 39 (the tenant shall maintain the garden in a reasonable manner)
- **Dog fouling both inside and outside the property, and in neighbour's gardens.** The Respondent had allowed his dogs to foul both the garden belonging to the property and the shared areas/garden belonging to his neighbours. He had failed to clean up the mess, which was causing foul smells, and meant that the neighbours and their children were unable to enjoy their garden. This was a breach of clause 16: reasonable care and clause 20: respect for others.
- **Encroachment on another tenant's garden:** the Respondent had encroached on and damaged another tenant's garden by using it to store a motorbike and an old couch and other rubbish. The Applicant had explained to the Respondent many times which areas of the garden belonged to the property and which belonged to other flats. This was a breach of clause 20: respect for others

14. The Applicant had tried hard to assist the Respondent, giving him cleaning products and time to get things under control, but this had been very difficult. She had sent him a number of letters and emails on various dates between 2021 and 2025, setting out her concerns and notifying him of the various alleged breaches of the tenancy agreement culminating in a "notice of final formal warning" on 1 February 2025.

15. The Tribunal asked the Applicant what she knew about the Respondent's circumstances. She said that his parents, who provide him with support, live within the same village. He has children, whom the Applicant believes to be are over the age of 16, who live with his parents. He was previously working, but is no longer employed. His rent, which has only been raised once since the start of his tenancy, is paid via Universal Credit.

16. The Applicant said that she understood from what the Respondent had told her that he has applied for a council property. She believed that he had been told

by the Council that he should stay in the property until he is evicted or he will be seen as intentionally homeless. She said that the Respondent was aware of the CMD and that the Council had been in contact with him about it.

17. The Applicant said that the property was her only rental property. It had been her marital home with her former husband. She was very upset about the state the property was now in and was upset and embarrassed about the problems which the Respondent had caused for the neighbours. This had caused her a lot of distress. Her daughter was now 18 and it had always been her intention to pass the property over to her daughter when she was old enough, to start her on the property ladder. It would cost her a lot of money to get the property back into good order following the damage caused to it by the Respondent.

Findings in fact

18. The Tribunal made the following findings in fact:

- The Applicant is the owner and registered landlord of the property.
- There was a private residential tenancy in place between the parties, which commenced on 1 September 2019.
- Prior to this there had been a short-assured tenancy between the parties which commenced in 2017.
- On 11 March 2025, the Applicant validly served a Notice to Leave citing Grounds 11 and 14 on the Respondent by email, as provided for in the tenancy agreement.
- The Respondent has repeatedly and persistently failed to comply with various obligations of his tenancy agreement throughout his tenancy.
- The Applicant sent the Respondent numerous emails and letters warning him that he was in breach of various aspects of his tenancy agreement before making the eviction application.

Reasons for decision

19. The Tribunal considered that in the circumstances, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties. It therefore proceeded to make a decision at the CMD without a hearing in terms of rules 17(4) and 18 (1) (a) of the 2017 rules.

20. The Tribunal first considered whether the legal requirements of Ground 11, as set out in Schedule 3 of the 2016 Act (as amended) had been met. It did not consider ground 14 further, as the Applicant indicated that she was content to proceed on ground 11 alone. Ground 11 states:

Breach of tenancy agreement

11(1) It is an eviction ground that the tenant has failed to comply with an obligation under the tenancy.

(2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) 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.

(3) The reference in sub-paragraph (2) to a term of the tenancy does not include the term under which the tenant is required to pay rent.

21. The Tribunal determined on the basis of the evidence before it that the Respondent had repeatedly breached various terms of his tenancy agreement consistently in various respects throughout his tenancy. The Tribunal therefore determined that Ground 11 had been established by the Applicant.

Reasonableness

22. The Tribunal then considered whether it was reasonable to issue an eviction order in all the circumstances of the case.
23. The Tribunal found the Applicant's evidence to be credible and well supported by the extensive documentation which she had submitted. It noted that she had clearly tried to support the Respondent to address the various issues which had arisen during his tenancy. She had shown considerable patience, having raised these issues with him on a number of occasions over a period of years. It was clear that the Applicant's behaviour was also causing distress and inconvenience to his neighbours. The ongoing situation was clearly also causing distress to the Applicant herself.
24. In the absence of any written representations by the Respondent, and his lack of attendance at the CMD, the Tribunal was only able to consider the limited information about his circumstances which the Applicant was able to provide. It noted that the Respondent had not opposed the application, and it appeared that he was hoping to secure a council tenancy.

25. Having carefully considered the evidence and all of the circumstances, the Tribunal determined that on balance it was reasonable to grant an eviction order. It gave particular weight to the fact that the Respondent had not opposed the application, and to the impact of his failure to comply with his obligations under the tenancy on both his neighbours and the Applicant.

Decision

The Tribunal grants an order in favour of the Applicant against the Respondent for recovery of possession of the property.

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.

Sarah O'Neill

2 October 2025

Legal Member/Chair

Date