



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/24/2179

Re: Property at Chapel Well Cottage, Torphins, Banchory, AB31 4NB (“the Property”)

Parties:

Mrs Maureen Grant, C/O Suite A, 1 Albyne Place, Aberdeen, AB10 1BR (“the Applicant”)

Mr Palle Christensen, Chapel Well Cottage, Torphins, Banchory, AB31 4NB (“the Respondent”)

Tribunal Members:

Fiona Watson (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 order is granted against the Respondent for eviction of the Respondent from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under grounds 11 and 12 of schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016.

- **Background**

1. A Case Management Discussion (“CMD”) took place on 28 January 2025 by telephone conference. The Applicant was not in attendance but was represented by Mr Alasdair Taylor, Burnett & Reid, Solicitors, Aberdeen. The Respondent was also in attendance.
2. The Applicant is the heritable proprietor of the Property. The application concerns a Private Residential Tenancy (“PRT”) entered into between the parties relative to the Property that commenced on 1 November 2020. The rent agreed to be payable under the PRT is £460 per calendar month. On 13 March 2024, the Applicant’s agent served on the Respondent a Notice to Leave

requiring the Respondent remove from the Property by 13 April 2024 on the basis that the Respondent has breached the terms of the PRT, namely clauses 12 and 17 thereof.

3. The Respondent disputed the basis of the application and an evidential Hearing was fixed to hear evidence on the issues in dispute.

- **The Hearing**

4. A Hearing took place on 11 July 2025 by telephone conference. The Applicant was in attendance and was represented by Mr Alasdair Taylor, Burnett & Reid, Solicitors. The Respondent was also in attendance and represented himself.
5. As a preliminary issue, the Applicant's representative submitted that rent arrears had accrued since the application was raised. The Applicant's representative sought to amend the application to add in Ground 12, being the rent arrears ground, as an additional ground for repossession of the Property. Written notice of an intention to amend the application in this regard was made dated 19 June 2025 and which included a rent statement showing arrears having accrued to 1 June 2025 of £2,760. The Respondent admitted that he had not paid any rent for six months. No opposition was made to the amendment being sought. Accordingly, the Tribunal allowed the application to be amended to include reference to Ground 12 as a ground of repossession being relied upon.

- **The Applicant's evidence**

6. The Tribunal heard evidence from the Applicant, Ms Grant. Ms Grant submitted that she divided her time between residing at her property on the estate at Torphins and her property in London. The Property is part of a larger estate and she has owned the estate since 1996. The estate extends to approximately 5000 acres and ownership is split between Ms Grant and her eldest son. The estate comprises a mix of commercial forestry, agricultural land and 16 let cottages.
7. It was submitted that the Respondent has resided in the Property since November 2020. He had approached the previous tenant and then approached Ms Grant to enquire about letting the Property when the previous tenant vacated. Ms Grant submitted that she carried out an inspection of the Property when the previous tenant moved out and the Respondent moved in only a few hours following the previous tenant moving out. The carpets were in fine condition and the Property was in good decorative order. The previous tenant had kept the house in perfect condition. The Respondent did not raise any issues with the Property with Ms Grant upon taking entry. It was submitted that she knew the Respondent as he was a gamekeeper on the estate and the Respondent had lived in the basement flat of another house on the estate during that time.

8. Ms Grant submitted that she had discussions with the Respondent and made clear to him that he was not to keep dogs in the Property, but that he could have a kennel in the garden. She knew that he had a number of dogs in the previous flat he occupied, and when the previous landlord had taken back that flat from the Respondent it was described as being in a disgusting condition. She understood that he needed to have dogs whilst he was employed as a gamekeeper. Ms Grant confirmed that in terms of the tenancy agreement, the Respondent had agreed to take reasonable care of the Property and also had agreed not to keep dogs in the Property. It was submitted that since he moved in, the Respondent had not sought permission to keep dogs in the Property. Ms Grant confirmed that she would not agree to same. It was also submitted that in terms of the tenancy agreement the Respondent was obliged to keep the garden tidy.
9. Ms Grant submitted that she had noticed that there was some mould on the east gable wall and she had requested her joiner investigate and repair. She provided paint to the Respondent to repaint that wall following the repairs. The internal decoration of the Property was fine at the start of the tenancy.
10. Ms Grant confirmed that there was a path which leads to the front door of the Property. Access is not good but this is reflected in the rent and the Respondent was aware of the access issues. It is down a steep hill and there are no steps. Ms Grant submitted that she had not given any undertaking to the Respondent that the access issues would be rectified. The rent was £450 at the start of the tenancy and this was low because of the access issues to the Property. It was submitted that she could not do anything about this because of where the Property is situated. You need to park your car at the top of the hill and go down the hill on foot to access the cottage.
11. It was submitted that the Property was served by a septic tank and in terms of the tenancy agreement, the tenant was responsible for ensuring that the septic tank remains functional at all times including the removal of blockages and emptying of same. It was submitted that the tenant must keep the Property in good and clean condition in terms of the tenancy agreement and further that no alterations could be carried out without the prior consent of the landlord.
12. Ms Grant submitted that wooden floors had recently been put into the Property by the Respondent and she deemed this to be an alteration which had not been given any prior approval. There had been carpets in the Property when the Respondent had moved in.
13. Burnett Reid were the factors for the estate and they carried out inspections of the Property. They would then report any issues which arise to Ms Grant and seek approval for any action needed.
14. Ms Grant submitted that she received a report following an inspection which said that the garden was overgrowing and the septic tank was overflowing. This was not long after the Respondent had moved into the Property and Ms Grant

arrange for her contractor to come out to inspect the septic tank. The contractor told her that wet wipes were being flushed down the toilet and had caused a blockage. Ms Grant submitted that she had never had any complaints from the previous tenant regarding the septic tank nor had any issues been reported to her.

15. Ms Grant submitted that it was difficult to get tradesmen to attend the Property. A joiner had attended and told Ms Grant thereafter that there were five dogs in the Property and described the Property as being "very rough".
16. Ms Grant submitted that her house is approximately 200m from the Property. She is closest to it, and the Head Forester lives in a property about 300m away. Ms Grant submitted that she agreed to the Respondent having kennels and that she is aware of the dogs being present when she is residing at the estate property as she can hear them. Ms Grant stated that the dogs bark at all hours. Ms Grant had reported this to the factor as an issue because she was worried that it was disturbing the neighbours. Ms Grant stated that she could hear the dogs whether you were inside or outside of her property.
17. Ms Grant submitted that other tenants within the estate have permission to keep a dog within their own property and that there have been no issues with them. The other dogs are well behaved and do not cause noise issues or damage to the property.
18. Ms Grant submitted that she had been made aware that the Respondent was selling litters of puppies from the Property and had sight of the advert and a Facebook page advertising puppies for sale, which included photographs showing the puppies inside the Property. Ms Grant confirmed that the tenancy agreement prohibits a tenant from carrying out any trade, business or profession within the Property without the prior consent of the landlord. Ms Grant confirmed that she had not given such consent, nor would she. Ms Grant confirmed that the Respondent had been told that he could not run a business and he said that it would stop and there would be no more litters of puppies.
19. Evidence was heard from Christine McGregor, who is employed as a land manager with the factors, Burnett and Reid. Ms McGregor submitted that she carried out estate management involving large estates with both agricultural and residential tenants. This estate falls within her remit and she carries out periodic property inspections of the tenants residing on the estate and reports back to the landlord on these. Ms McGregor confirmed that she had met the Respondent several times and had carried out a number of inspections at the Property.
20. Ms McGregor confirmed that she uses a standard form for recording notes of residential property inspections. She noted that at an inspection of the Property it was noted that the garden was overgrown. It was also noted that the Respondent would be installing new dog kennels.

21. Ms McGregor stated that at a property inspection in July 2022 they had received prior complaints about dogs barking, primarily from Ms Grant. The Property was noted as being in a reasonable condition but that there was a bad smell of dogs and the Respondent was reminded that that no dogs were to be kept in the house. The Respondent asked for consent to erect an outbuilding and Ms McGregor had advised that this was rejected as they were issues regarding planning and end of tenancy requirements.
22. Ms McGregor stated that at the inspection in 2023 it was noted that the garden was not well maintained and then it was very muddy trying to get down to the Property. Dogs were running around when they arrived at the Property and the ground outside was torn up and there were lots of dirty paw prints internally within the Property. The inspection report referred to the septic tank overflowing. Ms McGregor stated that it could be seen to be overflowing into the front garden and it was obvious at the time of the inspection however the Respondent did not bring it to their attention. The front door was filthy with dog paw prints. Ms McGregor stated that no issues were brought to their attention by the Respondent. Mr McGregor stated that there was a lot of dirt on the front door and mud and excrement being brought into the Property and carried through to the floor coverings by humans and dogs coming and going into the Property. Ms McGregor reported that there was a significant smell of dogs which was overpowering and unpleasant. Ms McGregor spoke to the Respondent during the inspection and he assured her that he was aware and stated that he didn't believe that the dogs barked that much.
23. Ms McGregor stated that after that inspection, she recalled taking part in a garden party at Ms Grant's house for the estate's agricultural tenants, and that the Respondent's dogs were causing such a noise disturbance that they had to take all of the guests inside.
24. Ms McGregor stated that there had been carpet throughout the Property and linoleum in the kitchen at the start of the tenancy. Ms McGregor confirmed that no consent had been requested from the Respondent to put down wooden or laminate flooring.
25. Ms McGregor stated that tradesmen were very reluctant to go into the Property due to the dog smell and the existence of dog excrement. It was difficult to communicate with the Respondent to arrange access. When attending at the Property you have to walk past the external kennels to get to the Property and the dogs in there are intimidating and barking, and this was unpleasant.
26. Ms McGregor stated that she had spoken to tradesmen about installing proper stairs down the side of the Property but they were reluctant to carry this out because of the conditions of the ground, it being very muddy, there being a lot of dog excrement and dogs running around. The issue had been discussed, but no undertaking had been given to do it.
27. Ms McGregor stated that large amounts of broom had developed externally due to the Respondent's lack of maintenance of the garden area. Ms McGregor

stated that there had been a discussion with the Respondent regarding his request for electricity and water to be put into the stone shed but that no agreement had been given nor any undertaken given to do so.

28. Ms McGregor stated that there were rent arrears outstanding of £2,760, with a monthly rent of £460. There had been no contact from the Respondent advising that he was unable to pay his rent or explain the reason for non-payment. No payment proposals have been made by the Respondent to clear the arrears.
29. Evidence has heard from Brian Ness, the Head Forester and estate worker. Mr Ness has been employed as Head Forester for 18 years and he resides in a cottage in the estate. His duties included forestry, dealing with water supplies, maintenance of properties and septic tank repairs. He usually receives instructions from the managing agents but also received instructions from Ms Grant herself. He had no involvement with the set-up of any leases, just the maintenance side of things.
30. Mr Ness stated that he was aware of the Respondent prior to the lease commencing in November 2021, as he knew him when he worked on the estate as a gamekeeper and he would speak to him from time to time. Mr. Ness stated his first involvement was when the Respondent started building a kennel for the dogs. The Respondent asked Mr. Ness for a truckload of hardcore sand for the base of the kennel, which Mr Ness supplied.
31. Mr. Ness stated that the Respondent asked for large trees at the back of the Property to be removed and that the Respondent had said that he would remove the broom and tidy up the garden himself, if Mr Ness arranged for removal of the tree stumps. Mr. Ness stated that he was never asked to renew the steps at the side of the Property and he didn't give any undertaking to carry out any other works. Mr. Ness stated that he had been asked by the Respondent regarding installation of water in the electricity to the outbuildings, but he had explained to the Respondent that the well was below the kennels and it couldn't be reached. Mr. Ness stated that he was in the Property when the previous tenant was there and it was in reasonably good condition then.
32. Mr Ness stated that the septic tank solely served the Property and it had an inspection hatch. Mr Ness stated that he was responsible for maintenance of the septic tank. He stated that he was not aware that this was the tenant's responsibility under the tenancy agreement. Mr. Ness stated that he relied on the Respondent telling him if there was a blockage, and that he didn't carry out routine inspections. Mr Ness did not know about the blockage until he was told by Ms McGregor. Mr Ness found it backed up to the house and it was running down into the garden. It was very obvious that there was a problem and that the overflow from the tank was being walked across the path into the house. Mr. Ness told the Respondent that if there were any more problems, he should tell him and that he would dig it up and look inside. Mr Ness also told the Respondent if there were any wipes put down the toilet then that could block the tank. Mr Ness stated that if a septic tank works correctly then you should

never have a problem. Mr Ness then had to go back and look at the tank again. He excavated it and it was still working and he cleared a blockage. It was emptied at that point but the front box had been blocked again with wipes. Mr. Ness stated that the tradesman who had emptied the tank told him that it was not all human excrement and that there was also dog excrement in there. Mr. Ness stated that the Respondent had never reported any issues with the tank to him.

33. Mr. Ness stated that the Respondent's dogs made an awful noise and would bark at anybody who went past the Property. Mr. Ness stated that he lives in a property approximately 250m away and he is below the level of the Property and the noise of the dogs is loud. Mr Ness confirmed that there were dogs in the Property when he had attended and that one of the smaller dogs had bitten him. Mr Ness confirmed that he had one pet dog and he had consent from Ms Grant for it to be kept in his house.
34. Evidence has heard from Alastair Crawford, an electrician and contractor on the estate. Mr Crawford confirmed that he carries out maintenance, repair and inspection of electrical installations, as well as testing and EICR checks. Mr Crawford stated that he was familiar with the Property and had carried out work there in relation to replacement of water filters, repairing heating faults and preparing an EICR certificate. Mr Crawford stated that he takes his instructions from the managing agents but also from Ms Grant. Mr Crawford stated that the last time he attended at the Property to do an EICR, the state of the Property was very untidy both inside and outside. Mr Crawford described using dust sheets to try and keep himself clean rather, than to keep the house clean. Mr Crawford confirmed that there was dog excrement within the Property and this was one of the worst properties he had seen in his time of doing estate work. Mr Crawford described the difficulty in having to go back-and-forth to his van whilst avoiding dog excrement. There was excessive dirt and clutter in the house. Mr Crawford stated that one of his employees asked not to be sent back to that property for any further work, because of the state of it both internally and externally. Mr Crawford described there being a strong dog smell in the house.

- **The Respondent's evidence**

35. The Respondent accepted that he owed six months' rent. He stated that he was out of work during the winter period and did not have a lot of money. He submitted that after the joiner had attended the Property to fix the ceilings and floor, the Property was covered in dust from the ceiling being down and it was not possible to live there. The Respondent stated that he took the decision that rent shouldn't be paid. The Respondent stated that he had never had any help from the estate in doing up the house. He accepted that he did not seek authorisation from the property manager or the landlord to carry out any work in the Property.
36. The Respondent submitted that it was "partly right" that the house was in a poor condition. It was stated that the Respondent had two witnesses to the house being really rundown and that the rent had been reduced to take into account

the condition of the house. The Respondent stated that he agreed that the Property was not in a good condition when the property manager attended for the last inspection but that the Property had been like that for a long time. It was stated that there were still things to be done by the landlord, such as they had taken down the ceiling and put up boards but not redecorated.

37. The Respondent submitted that he lived in another property in the estate previously (a basement flat) and that he had had dogs during that time. The Respondent stated that when he resided in the basement flat, with his ex-partner and daughter, they had four or five dogs at that point. The Respondent denied that they had left the flat in an unreasonable condition. It was submitted that the landlord knew that the Respondent had a couple of dachshunds in the house. The Respondent stated that they would never have taken on the lease if he couldn't have had the two dachshunds in the house.
38. The Respondent submitted that he signed the lease a couple of weeks after moving into the Property. He had had regular talks with the landlord prior to moving in, about the house becoming available, and considered that they were on good terms. It was stated that the landlord had told the Respondent that the tenant was moving out and that the Respondent should go and have a look at the Property and that he could have it if he liked it.
39. The Respondent submitted that he obtained authority from the landlord to erect dog kennels and that Brian Ness had helped by supplying materials. A new gate was put in at the entrance to the Property. The Respondent submitted that he had four dogs in the kennels until a year ago when he split up with his ex-partner, and she took one dog with her. There were two dachshunds in the house. The Respondent submitted that his daughter stays at the weekends and brings her dachshund with her. The dachshunds are housetrained and very well behaved within the house. It was submitted that they will bark when the Respondent leaves the Property or comes home, for approximately five minutes and then they will stop. They will also bark when the postman comes or if people walk by close to the house. It was submitted that they do not bark at night nor do they bark for prolonged periods of time. It was submitted that there are other dogs in the area who bark and it's not all his dogs' noise.
40. The Respondent submitted that in relation to the Facebook page advertising puppies, this has not been used for some time but he has been unable to delete it. He stated that he only used it for approximately a year and then closed it down. Over a period of years his dogs had eight puppies and he's never considered this a business. The puppies have always been planned in order that he can keep one of the puppies from the litter. Each litter he has had has been small.
41. The Respondent submitted that you might find one or two items of dog excrement outside the Property but that the dogs go out early in the morning and it might take Respondent a little bit of time to find where they have done their business and pick it up.

42. The Respondent submitted that the wet wipes found in the septic tank had nothing to do with his household. The Respondent submitted that his daughter does not use any kind of make-up and has never used wipes in the house and that he considered that this down to the previous tenant who occupied the Property. The Respondent submitted that there's no alarm connected to the septic tank to alert you as to when it's overflowing, so he did not automatically know that there was an issue. The Respondent submitted that he did not neglect his obligations in relation to the septic tank and in relation to reporting any issues, but that the issue just happened more or less on the same day as the managing agent arrived for the inspection. The excrement was not visible from the house and he did not know where the pipes were running. He was not aware that the septic tank was overflowing. The Respondent denied having put dog excrement in the toilet or septic tank.
43. When asked if he accepted that cause of the smell within the Property was his dogs, the Respondent answered yes, it could be. The Respondent stated that he had put down all new flooring to replace the carpets to reduce the smell.
44. The Respondent accepted that he had an obligation under the tenancy agreement to take reasonable care of the Property and that he should not keep dogs in the Property without prior authorisation. He accepted that the Property should be kept in a good state of repair and that he should ensure that the septic tank remained functional. It was also accepted that he had a responsibility to maintain the garden and to keep the Property in a clean condition.
45. The Respondent stated that he had been permitted to keep dogs within the kennels and that the landlord had not told him that he could not have dogs in the Property.
46. The Respondent stated that he recalled there being agreement that electricity and water would be put into the outhouse and that stairs would be installed outside the Property.
47. The Respondent admitted that he had breached terms of his tenancy agreement and that he had made no effort to clear the arrears or put forward any proposals for repayment. The Respondent accepted that he had not produced any receipts for invoices for any works he claimed he had carried out at the Property. The Respondent submitted that it was his intention to repay the money due but that he considered that he should be reimbursed by the estate for the works he had carried out on the Property and the expense he had incurred.
48. The Tribunal thereafter adjourned the Hearing as part-heard, to reconvene on another date, at which point the Respondent would have an opportunity to call his witnesses to give evidence.
49. The Hearing reconvened on 4 November 2025 at 10am. The Applicant was again represented by Mr Taylor. There was no appearance by or on behalf of

the Respondent. The Tribunal allowed additional time before commencing the Hearing, in case the Respondent was having difficulty in joining the call. The Hearing commenced at 10:15am at which point the Respondent still had not made an appearance.

50. The Applicant's representative submitted that in the absence of the Respondent, he wished to proceed to seek in order for eviction as well as an order for payment of the rent arrears in terms of the application under reference FTS/HPC/CV/25/2668 which was being considered on the same date.
51. The Applicant's representative submitted that the Respondent had received intimation of the date and his requirement to attend, and no explanation had been provided for the Respondent's absence nor any forewarning given that he could not participate at the Hearing. The Tribunal indicated that it was content that the matter could continue in the absence of the Respondent as it was satisfied the Respondent had received notification of the date of the hearing. The Tribunal accordingly invited the Applicant's representative to make his submissions in relation to his client's application.
52. The Applicant's representative submitted that the application for repossession was initially raised on the basis of ground 11 of schedule 3 to the 2016 act, being the Respondent's failure to take reasonable care of the Property and the presence of dogs within the Property which was prohibited under the agreement. It was submitted that ground 12, being the rent arrears ground, was later added as an additional ground of repossession with consent of the Tribunal. The arrears had continued to rise and were currently standing at £4,140.
53. The Applicant's representative submitted that the Applicant's evidence was clear, and that there was no permission given for dogs to be kept inside the Property and that they must be kept in kennels located externally, and the condition left by the Respondent in his previous tenancy on the estate was the reason for this. It was submitted that the Respondent did not challenge any evidence given by the Applicant in relation to the verbal agreement he claimed there to be in relation to the presence of dogs in the Property and that much of the Applicant's witnesses' evidence went largely unchallenged by the Respondent. It was submitted that the Respondent had admitted that he had not paid rent for some time and that while he said he would take steps to address the arrears, he had not done so and as a result the arrears had continued to increase.

- Findings in Fact

54. The Tribunal made the following findings in fact:

- (i) The parties entered into a Private Residential Tenancy Agreement ("the Agreement") which commenced on 1 November 2020;

- (ii) In terms of Clause 8 of the Agreement the Respondent was due to pay rent to the Applicant in the sum of £450 per calendar month payable in advance;
- (iii) From October 2023, the monthly rent increased to £460 per month;
- (iv) The Respondent has accrued rent arrears amounting to £4,140 at the date of the hearing;
- (v) The Respondent is in breach of Clause 8 of the tenancy agreement by virtue of the rent arrears accrued;
- (vi) The Applicant has served a Notice to Leave on the Respondent on the basis of Ground 11 of Schedule 3 to the 2016 Act, and which was served on 12 March 2024;
- (vii) The Respondent has failed to take reasonable care of the Property and is in breach of Clause 17 of the Agreement;
- (viii) The Respondent has failed to keep the garden in a neat, tidy and weed-free condition and is in breach of Clause 31 of the Agreement;
- (ix) The Respondent has kept dogs within the Property without the prior written consent of the Landlord and is in breach of Clause 36 of the Agreement.

- **Reasons for Decision**

55. Section 51 of the 2016 Act states as follows:

51 (1) The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy if, on an application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.

(2) The provisions of schedule 3 stating the circumstances in which the Tribunal may find that an eviction ground applies are exhaustive of the circumstances in which the Tribunal is entitled to find that the ground in question applies.

(3) The Tribunal must state in an eviction order the eviction ground, or grounds, on the basis of which it is issuing the order.

(4) An eviction order brings a tenancy which is a private residential tenancy to an end on the day specified by the Tribunal in the order.

56. Ground 11 of Schedule 3 to the 2016 Act states as follows

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.

57. Ground 12 of Schedule 3 to the 2016 Act states as follows:

12(1) *It is an eviction ground that the tenant has been in rent arrears for three or more consecutive months.*

(2)

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

(a) *for three or more consecutive months the tenant has been in arrears of rent, and*
(b) *the Tribunal is satisfied that it is reasonable on account of that fact to issue an eviction order.*

(4) *In deciding under sub-paragraph (3) whether it is reasonable to issue an eviction order, the Tribunal is to consider—*

(a) *whether the tenant's being in arrears of rent over the period in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit, and*
(b) *the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers in regulations.*

(5) *For the purposes of this paragraph—*

(a) *references to a relevant benefit are to—*

(i) *a rent allowance or rent rebate under the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971),*

(ii) *a payment on account awarded under regulation 91 of those Regulations,*

(iii) *universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,*

(iv) *sums payable by virtue of section 73 of the Education (Scotland) Act 1980,*

(b) *references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.*

(6) *Regulations under sub-paragraph (4)(b) may make provision about—*

(a) *information which should be provided by a landlord to a tenant (including information about the terms of the tenancy, rent arrears and any other outstanding financial obligation under the tenancy),*

(b) *steps which should be taken by a landlord with a view to seeking to agree arrangements with a tenant for payment of future rent, rent arrears and any other outstanding financial obligation under the tenancy,*

(c) *such other matters as the Scottish Ministers consider appropriate.*

58. The Tribunal found the evidence of the Applicant's witnesses to be both credible and reliable. The Tribunal found the Respondent to be unspecific, and at times evasive, in his evidence. Despite being given the opportunity to present evidence from two witnesses whom he claimed were of importance to his defence to the application, the Respondent failed to ensure their attendance at the Hearing. The Tribunal found it entirely unsatisfactory that the Respondent failed to appear or be represented at the second day of the Hearing, when the

Hearing was adjourned for the specific purpose of hearing from the Respondent's witnesses.

59. The Tribunal was satisfied that the terms of Grounds 11 and 12 of Schedule 3 to the 2016 Act had been met. The Respondent has been in arrears of rent for three or more consecutive months. The Tribunal was satisfied that there was no information before it to suggest that the Respondent being in arrears of rent was either wholly or partly a consequence of a delay or failure in the payment of a relevant benefit. The Respondent admitted to being in arrears of rent, this was not a matter in dispute. The Tribunal was also satisfied that on the basis of the evidence before it, the Respondent has failed to take reasonable care of the Property, has failed to keep the garden in a neat and tidy condition and that he has kept dogs within the Property without the prior written consent of the Landlord, all in breach of the tenancy agreement as aforesaid.

60. The Tribunal was satisfied that it was reasonable to grant the Order sought. The Respondent had accrued arrears of rent amounting to £4,140 at the date of the Hearing. This was equivalent to 9 months' rent due. The Respondent had admitted at the first day of the Hearing to his failure to meet his rental payment obligations, and whilst he stated in his evidence that he considered that he should be reimbursed for works he had carried out to the Property, it was clear that the Respondent had neither sought any consent to carrying out any works nor specified what costs he had incurred or produce any evidence of same. It appeared to the Tribunal that the Respondent had simply chosen not to make any payment, and had chosen not to engage with the Applicant to achieve a satisfactory resolution to the arrears. The Respondent admitted that he had breached terms of his tenancy agreement and that he had made no effort to clear the arrears or put forward any proposals for repayment.

61. The Tribunal was also satisfied on the basis of the evidence before it, and particularly that of the property manager and the tradesmen, that the Property and garden area was in a poor condition due to the Respondent's failure to take reasonable care of same. The Tribunal was satisfied that the Respondent had been keeping dogs within the Property without prior consent of the Landlord and that this had contributed to the poor condition of the Property.

- Decision

62. The Tribunal granted an order against the Respondent for eviction of the Respondent from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under grounds 11 and 12 under schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016.

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.

Fiona Watson

Legal Member/Chair

Date: 4 November 2025