

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

---



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber)**

**Chamber Ref: FTS/HPC/EV/25/1633**

**Re: Property at 36 West Pilton Terrace, Edinburgh, EH4 4JZ (“the Property”)**

**Parties:**

**Mr Muhammad Zeeshan, 87 Milton Road West, Edinburgh, EH15 1RA (“the Applicant”)**

**Petru Lazar, 36 West Pilton Terrace, Edinburgh, EH4 4JZ (“the Respondent”)**

**Tribunal Members:**

**Virgil Crawford (Legal Member) and Melanie Booth (Ordinary Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that**

**BACKGROUND**

1. The Applicant let the property to the Respondent. The start date of the tenancy was 2<sup>nd</sup> April 2024. The rent payable is £1,400.00 per calendar month.
2. The Applicant served a Notice to Leave upon the Respondent. The Notice to Leave was dated 20<sup>th</sup> January 2025. The Notice to Leave intimated that vacant possession was sought on the basis:-
  - the Applicant intended to use the let property for a non-residential purpose,
  - the Respondent had breached the tenancy agreement, and
  - the Respondent had engaged in relevant anti-social behaviour.

3. Subsequently, an application was presented to the Tribunal seeking an order for eviction. The application to the Tribunal sought an eviction order on 4 separate grounds as follows: -
  - Ground 12 - rent arrears for 3 or more consecutive months
  - Ground 14 – anti social behaviour
  - Ground 13 – breach of tenancy agreement
  - Ground 10 – Landlord no longer wants to let it for residential use
4. During the application process it was drawn to the attention of the Applicant that the Notice to Leave did not make reference to rent arrears. Separately, ground 10 appears to have been misunderstood or misquoted. Ground 10 is that the tenant is not occupying the let property. It was confirmed, therefore, that the Application should proceed on the basis of a breach of the tenancy agreement and anti-social behaviour.
5. A notice in terms of s11 of The Homeless Etc. (Scotland) Act 2003 was intimated to the Local Authority.

## **THE CASE MANAGEMENT DISCUSSION**

6. The Applicant participated in the Case Management Discussion. The Respondent did not participate in the Case Management Discussion. The Tribunal, however, was in receipt of a certificate of intimation by Sheriff Officers confirming that the proceedings had been intimated upon the Respondent. In the circumstances, the Tribunal was satisfied in terms of Rule 24 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the FTT Regs”) that the respondent had received intimation of the date and time of the Case Management Discussion and considered that it was appropriate to proceed with the Case Management Discussion in the absence of the Respondent in accordance with Rule 29 of the FTT regs.
7. The Applicant moved the Tribunal to grant an eviction order on grounds of there having been a breach of the tenancy agreement and, separately, anti-social behaviour.
8. In relation to the breach of the tenancy agreement, this would require to proceed under ground 11 of Schedule 3 of the 2016 Act. The application erroneously referred to it as being ground 13. The Applicant moved the Tribunal to amend the application to reflect the proper ground. Given the Notice to Leave made reference to breach of the tenancy agreement and the supporting documentation which had been served upon the Respondent similarly referred to that, the Tribunal allowed that amendment.

9. The Tribunal thereafter sought information from the Applicant in relation to the circumstances justifying each ground.
10. The Applicant intimated to the Tribunal that he had received complaints from neighbours advising him that there were numerous persons residing within the Property, that there was anti-social behaviour in and in the vicinity of the Property and that the tenant was using the property, and the surrounding arrears for business purposes.
11. He advised also that he had received communication from the local authority in relation to reports of anti-social behaviour and, separately, the use of the Property for unauthorised business purposes.
12. The Applicant was asked to provide further information in relation to the same.
13. The Applicant had received complaints from two separate neighbours.
14. One neighbour had forwarded a text message to the Applicant on 6<sup>th</sup> December 2023. This text said  
*“Want to report was very noisy again last night. They don’t keep night curfew. Want to let you know 14 people there. Want to let you know this is not allowed. Want you to talk to them as you are owner and want you to explain what noise levels are at night. I talk to them and they say they don’t understand me. I just want it to be quiet. Last night went to bed at 00:30 to get up at 04:30.”*
15. A text was received from the same neighbour the following day stating  
*“I know we have had this conversation so many times about this issue and last night it was the same issue with the noise. Please make sure it does not happen tonight. I desperately really need a good night’s sleep. I really hope something changes. If not I would not complain to the landlord company or anybody. Please make it stop.”*
16. This neighbour forwarded further similar text messages to the Applicant on 8<sup>th</sup> January 2024, 16<sup>th</sup> January 2024, 14<sup>th</sup> February 2024, 22<sup>nd</sup> April 2024 and, thereafter, dealt with matters through the Local Authority as well as the Applicant.
17. This neighbour forwarded a text on 17<sup>th</sup> January 2025 stating the following:-  
*“Hello. I am writing to inform you that police have been at my house last night. I want to inform you that it is more than it is your responsibility. It is under your control to keep your tenant quiet and peace after 10pm. No slamming doors. No children at night crying or being loud and no disrespectful noise. Police have told me to tell you about this situation. And they have established there will be consequences. We have another meeting for an update with the Police*

*and just to let you know what is happening. We hope for your understanding and co-operation.”*

18. A further text message was received from this neighbour on 8<sup>th</sup> February 2025. The Applicant responded advising that he was seeking an eviction order against the Respondent.
19. A separate neighbour had communicated with the Applicant by telephone calls rather than by text messaging. She had called on various occasions advising the Applicant there had been a lot of noise from the Property and that the tenant had been buying and selling cars.
20. The Applicant advised the Tribunal that he had received communication from the local authority both in relation to noise complaints and, separately, from the Planning Department in relation to the suggestion that a business was being operated from the Property. Email communications from the local authority to the Applicant had been provided to the Tribunal confirming these communications.
21. The Applicant advised that he had visited the Property during January 2024. He attended at approximately 9:20pm. At that time, he personally seen two woman in the kitchen area, four males in the living room and two children. He could also hear persons in the upstairs area of the Property, although he did not go upstairs to see them. The Property is a 3 bedroom semi detached property. The only persons who should have been residing in it were the Applicant, the Applicant's wife, their adult daughter and their grandchild, the adult daughter's child. The Applicant enquired as to the number of persons within the property. He was advised they were simply visiting.
22. The Applicant had, separately, seen numerous cars in the driveway and cars on the roadway which were blocking neighbouring properties.
23. When visiting the property, the Applicant also seen a bed which had been made up in the living room/dining area of the property. This was a sofa bed, but it had been pulled out and was made up as a bed. Again, the Applicant enquired as to the presence of this bed. The Respondent advised that he was injured and had mobility problems and required a bed downstairs within the Property. The Applicant advised the Tribunal, however, that the bathroom and toilet within the Property is in the upstairs floor and the Respondent, therefore, would still have required to use the staircase on a regular basis.
24. The Applicant also drove past the Property on various occasions during evening or night time hours. He would regularly see numerous vehicles at the Property. On one occasion there were two vehicles in the driveway, one in a communal layby at the Property and others on the roadway which were blocking a neighbour's property. Two of the vehicles were on jacks and one in

the communal layby had wheels off it. It appeared clear, therefore, that the Respondent was operating a motor vehicle repair/mechanic business from the Property.

25. The Applicant advised that his plumber had attended at the Property at the end of 2023 and in the middle of 2024. On each occasion, the plumber reported back that there were numerous persons within the Property and numerous vehicles at the Property.
26. While not a ground of eviction before the Tribunal at present, the Applicant advised that, following service of the Notice to Leave, no further rental payments have been received by him. As at the date of the Case Management Discussion, rent arrears amounted to £14,000.00. An updated rent statement had been forwarded to the Tribunal.
27. While rent arrears could not form the basis of an order for eviction, the Tribunal considered they were a factor to be taken into account in determining whether it was reasonable to grant an eviction order or not.
28. The Applicant advised the Tribunal that he had attempted to communicate with the Respondent throughout 2025. He had forwarded messages to him which had been ignored. He tried to arrange a gas safety inspection but was unable to successfully contact the Respondent to arrange access. The Applicant was advised of a smell of gas and a potential gas leak at the Property. He attempted to contact the Respondent about that. He was unsuccessful in doing so. The Applicant's wife, thereafter, contacted the "gas board" to report this as an emergency. The Applicant does not have information as to what the gas board did thereafter, but it appears that this particular matter was resolved.
29. The Tribunal had before it correspondence from Edinburgh Council to the Applicant. In one email dated 11 February 2025, a Family and Household Support Worker of The City of Edinburgh Council stated
- "Hi*  
*I am still receiving multiple complaints regarding your tenants at 36 West Pilton Terrace. These are complaints regarding shouting, doors slamming, car repairs and kids out shouting late at night. Please can I have an update regarding the eviction?*  
*Kind regards"*
30. On 8 January 2025 an Assistant Planning Officer from the City of Edinburgh Council forwarded an email to the Applicant stating the following:-
- "Dear Mr Zeeshan*  
*Planning enforcement investigation – 36 West Pilton Terrace*  
*(24/00771/ECOU)*

*I trust this email finds you well. We have received an enquiry regarding car repairs and valeting at the property, as such we are required to investigate this and to understand the planning status including if a material change of use has occurred. I note that you are registered as the owner as per council tax records, therefore, I am contacting you in this instance. A planning contravention notice (PCN) was sent to the address last month to query the use, however, I note that this has not been returned. I have attached the document to this email, please can this be completed and returned back to me by Thursday 16 January at the latest – to avoid any postal delays, numbered responses to the questions can be emailed back to me instead. If you wish to discuss this matter further, please do not hesitate to get back in contact.  
Kind Regards”*

31. The Applicant responded to the Assistant Planning Officer acknowledging his correspondence, confirming he was the landlord of the Property, pointing out that the Property was let for strictly residential purposes and that he did not permit any business activities to be conducted. He advised that he was taking formal steps to evict the tenant.
32. During 2024 the Applicant had engaged with the Local Authority and had attended mediation meetings with the Local Authority, neighbours and the Respondent. He advised that, when he spoke to the Respondent during his visit to the Property in January 2024 the Respondent was “very calm and nice” and denied the allegations. The Applicant gave him the benefit of the doubt. He attended the meetings with the Local Authority in the hope of being able to resolve any issues between the Respondent and the neighbours. When he thereafter repeatedly seen numerous cars at the Property, and when his plumber again reported numerous persons within the property, numerous cars out with it, the plumber also making reference to hygiene problems within the Property, the Applicant thereafter determined that he required to take steps to resolve the matter, resulting in a Notice to Leave being served and an eviction application being presented.
33. The Respondent is 44 years of age. The Applicant believes his wife is approximately 40-42 years old. Their daughter is an adult daughter, the Applicant believes approximately 20 years old. She has a child aged 3 or 4 years.
34. The Applicant is not aware of any benefits which are due or payable to the Respondent. Rental payments which have been made have come directly from the Respondent (when they were being paid). The Respondent appears to be working repairing cars. The Applicant also believes the Respondent undertakes building work and other work from time to time. He is not aware of

any medical condition affecting any member of the household. The Property has not been adapted for any such person.

35. Having regard to the information provided to the Tribunal, and in the absence of any opposition, the Tribunal determined that it was reasonable to grant an order for eviction.

## **FINDINGS IN FACT**

36. The Tribunal found the following facts to be established:-

- a. The Applicant is the landlord of the property. The Respondent is the tenant.
- b. The property is a three bedroom semi-detached property.
- c. The persons permitted to reside in the property are the Respondent, his wife, his adult daughter and her child, the Respondent's grandchild.
- d. Rent is payable at the rate of £1,400.00 per calendar month.
- e. During 2023 and 2024 the Applicant received communications from neighbours advising that there was loud noise coming from the Property at nighttime on numerous occasions, that there were multiple persons other than the Respondent and his immediate family residing within the Property, and that the Respondent was operating a motor vehicle repair business and possibly a motor vehicle purchase and sale business from the property.
- f. The Applicant himself seen numerous persons within the Property during a visit during January 2024.
- g. The Applicant seen a made up bed within the living room/dining room area of the Property, which would not be required for those who were lawfully residing at the Property.
- h. The Applicant and others seen, on numerous occasions, numerous motor vehicles at the Property, some of these motor vehicles clearly having mechanical work undertaken in relation to them.
- i. The Local Authority received reports in relation to anti-social behaviour at the Property. The Local Authority contacted the Applicant in relation to the same.
- j. The Local Authority held meetings with the Applicant, the Respondent and neighbours to attempt to resolve the problem but without success.
- k. The Local Authority received reports about a business being operated from the Property and served a planning contravention notice on the Property due to a potential material change of use.
- l. The Respondent has breached the terms of his tenancy agreement by allowing unauthorised persons to reside within the Property and by operating a business from it.

- m. The Respondent has engaged in anti-social behaviour. He has caused, suffered or permitted loud noise to emanate from the Property which has caused neighbours distress, nuisance or annoyance, such that the neighbours reported same to the local authority and the Applicant.
- n. The Respondent stopped making payment of rent following service of the Notice to Leave.
- o. As at the date of the Case Management Hearing – 28 November 2025 – rent arrears amount to £14,000.00.

## **REASONS FOR DECISION**

- 37. Having regard to the information provided to the Tribunal, there was ample evidence, which was uncontradicted, that neighbours at the property had made complaints to the Applicant and to the local authority in relation to over crowding at the Property, loud noise emanating from the Property late at night and the Property and immediate surrounding areas being used for the operation of a business.
- 38. This evidence provided to the Tribunal by the Applicant was supported by documentary evidence, by way of emails, from the local authority confirming that complaints have been made to the local authority about overcrowding, loud noise and the operation of a business from the Property.
- 39. The Applicant himself witnessed overcrowding himself at the Property and numerous motor vehicles there supporting a suggestion that a business is being operated from the Property.
- 40. The Applicant's plumber, on two separate occasions, reported overcrowding at the Property and numerous vehicles at the Property.
- 41. On the basis of this information, the Tribunal had ample evidence before it to be satisfied that there had been a breach of the tenancy agreement and, separately, that the Respondent had been responsible for anti-social behaviour.
- 42. In considering reasonableness, no information was provided to the Tribunal by the Respondent. Having made enquiry the information available indicated that the Respondent is a fit, adult male who is working. He is married. There are no known medical conditions affecting either the Respondent or his wife. They have an adult daughter and her child residing at the Property. There are no known medical conditions affecting them. The Property is not adapted in any way for any person.



43. In addition, while arrears of rent could not form the basis of an order of eviction, the Tribunal had information before it confirming that no rental payments had been made since February 2025 and that, as at the date of the Case Management Discussion, rent arrears amounted to £14,000.00. The Tribunal considered this to be a relevant factor to be considered when determining the issue of reasonableness.

44. In all the circumstances, the Tribunal having sufficient information before it to be satisfied that there had been a breach of the tenancy agreement and anti-social behaviour at the Property, the Tribunal was also satisfied that there were significant arrears of rent and the Tribunal had no information to suggest that it was anything other than reasonable in all the circumstances, for an order for eviction to be granted.

## **DECISION**

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 14 of Schedule 3 to said Act.

Order not to be executed prior to 12 noon on 12<sup>th</sup> January 2026

## **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.**

**Virgil Crawford**

**28<sup>th</sup> November 2025**

---

**Legal Member/Chair**

---

**Date**