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) under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/EV/24/5879**

**Re: Property at 109 Newcraighall Road, Edinburgh, EH21 8QU ("the Property")**

**Parties:**

**Russell Hansen Ltd, 106 Newcraighall Road, Edinburgh, EH21 8QT ("the Applicant")**

**Mr Sholto Laumeier, 109 Newcraighall Road, Edinburgh, EH21 8QU ("the Respondent")**

**Tribunal Members:**

**Andrew Upton (Legal Member) and Eileen Shand (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an eviction order should be granted.**

**Findings in Fact**

1. The Applicant is the Landlord and the Respondent the Tenant of the Property under and in terms of a Private Residential Tenancy Agreement ("the Tenancy Agreement").

2. The Respondent has refused, and continues to refuse, access to the Property to the Applicant for purposes authorised by clause 19 of the Tenancy Agreement, and in particular access for Property inspections, maintenance and repairs.

3. The Respondent has been in rent arrears since 15 August 2023.

4. As at 15 July 2025, the Respondent's rent arrears amounted to £2,202.48.

5. The Applicant sought to increase the rent from £852.84 to £1,200 with effect from 15 August 2025. The Respondent sought a rent determination by a Rent Officer. The Respondent has since appealed that determination to the First-tier Tribunal for Scotland.

6. The level of rent arrears owed by the Respondent will be between £3.179.52 and £5,262.48, depending on the outcome of his rent appeal.

7. Morag Hansen, of the Applicant, is approximately five feet one inch tall.

8. The Respondent is approximately six feet four inches tall and strongly built.

9. In or around 2024, during a gas safety inspection, the Respondent ejected Morag Hansen of the Applicant from the Property. In doing so, he slammed the front door of the Property on Mrs Hansen's foot three times and then forcibly pushed her out of the door.

10. The Applicant has sought to have repairs to roofing and glazing carried out at the Property by appropriately qualified contractors, but the Respondent has refused access for such repairs.

11. The Applicant has sought to have general maintenance and repairs carried out by its office, Ib Hansen. Such repairs were within Mr Hansen's competence. The Respondent has refused access for such general maintenance and repairs.

12. The Respondent is unlikely to engage with the Applicant to allow access to the Property without intervention by the Tribunal.

13. The Respondent is not keeping the interior of the Property clean and tidy.

14. The Respondent is not tending the garden at the Property.

15. The Respondent has harassed Mr and Mrs Hansen when they sought to make use of a cottage garden adjacent to the Property which they had retained and not let to the Respondent.

16. The Respondent has telephoned the emergency services to make unfounded complaints against Mr and Mrs Hansen when they were using their own land.

17. The relationship between the parties has broken down irretrievably.

18. The situation is detrimentally affecting Mrs Hansen's physical and mental health.

19. The Applicant has been writing monthly to the Respondent regarding access to the Property and his arrears and he has not engaged with that correspondence.

20. The Applicant has another rental property in Penicuik.

21. The Property is likely to be re-let if the Respondent is evicted.

22. There is mortgage lending secured against the Property. The mortgage is on an interest-only basis and the monthly payment is in the region of £330 to £360 per calendar month. The interest rate deal for the mortgage expires in March 2026 and the interest rate is due to increase by about 3%.

23. The Respondent mostly lives alone at the Property. He shares custody of his twelve year old son. That includes residential overnight contact with his son five nights over a fortnight.

24. The Respondent's son attends high school on the "other side" of Musselburgh.

25. The Property has not been adapted for the Respondent's use.

26. The Respondent has no local support network.

27. The Respondent does not access any specific local services.

28. The Respondent is unemployed and in receipt of universal credit including a housing element. His universal credit claim is recent, having only been granted at the end of 2025. He has not received any paperwork showing the breakdown of how his benefits have been calculated.

**Findings in Fact and Law**

1. The Respondent has breached his obligation under clause 19 of the Tenancy Agreement.

2. The Applicant increased the monthly rent from £690 to £710.70 with effect from 15 August 2023

3. The Applicant increased the monthly rent from £710.70 to £852.84 with effect from 15 August 2024.

4. As at both 2 July 2024 and 26 January 2026, the Respondent had been in rent arrears for a continuous period of three calendar months.

5. Ground 11 of Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 is applicable, in that the Respondent has breached an obligation under the Tenancy Agreement and it is reasonable to grant an eviction order.

6. Ground 12 of Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 is applicable, in that the Respondent has been in rent arrears for a continuous period of three months both prior to service of the Notice to Leave and the date of the Hearing and it is reasonable to grant an eviction order.

**Statement of Reasons**

1. This Application called for a Hearing by teleconference on 26 January 2026. The Applicant was represented by Mrs Morag Hansen, supported by her husband (and fellow director) Mr Ib Hansen. The Respondent was present on the call, and was supported by Ms Ganeva of Right There.

2. In this Application the Applicant seeks an eviction order. It contends that the Respondent has breached his obligation under the tenancy agreement to allow access to the Applicant for purposes of inspecting the Property and carrying out maintenance and repairs. It also contends that the Respondent is in rent arrears, and has been for a continuous period in excess of three calendar months. It founds on Grounds 11 and 12 of Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 ("the 2016 Act"). It says that it is reasonable to grant an eviction order.

3. The Respondent contests the Application. At the previous Case Management Discussion on 4 August 2025 the Tribunal directed the Respondent to, not later than four weeks prior to the Hearing, lodge written representations specifying his proposed defence to the application, and in particular: (i) whether, and if so to what extent, he is in rent arrears, (ii) whether he has prevented or obstructed the Applicants from taking access to the Property, and (iii) by reference to such facts as he offers to prove, whether it is reasonable to grant an eviction order. He did not do so. The Respondent claimed that his previous representative at CHAI had not told him about the direction. He claimed to be unaware of the Hearing until recently. He claimed that he had attempted to contact CHAI since the Case Management Discussion on 4 August 2025 but had received no response.

4. Notwithstanding the Respondent's failure to comply with the Direction, the Tribunal was satisfied that the issues discussed at the previous Case Management Discussion were sufficient to allow the Respondent to put the Applicant to proof of its case. Accordingly, the Tribunal proceeded to consider the parties' cases as regards the three issues for determination, which were: (i) whether the Respondent was in rent arrears as claimed, (ii) whether the Respondent had breached his obligation under the tenancy agreement to allow access, and (iii) if either or both of the first two issues were determined in the affirmative, whether it was reasonable to grant the eviction order.

<u>Ground 11 – Breach of the Tenancy Agreement</u>

5. In terms of Ground 11 of Schedule 3 to the 2016 Act:-

"**11 Breach of tenancy agreement**

(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."

6. In this case, the Applicant founds on clause 19 of the Private Residential Tenancy Agreement between the parties, which provides:-

**19. ACCESS FOR REPAIRS, INSPECTIONS AND VALUATIONS**

**The Tenant must allow reasonable access to the Let Property for an authorised purpose where the Tenant has been given at least 48 hours' notice, or access is required urgently. Authorised purposes are carrying out work in the Let Property which the Landlord is required to or is allowed to, either by law, under the terms of this Agreement, or any other agreement between the Landlord and the Tenant; inspecting the Let Property to see if any such work is needed; and carrying out a valuation of the Let Property. The right of access also covers access by others such as a contractor or tradesman hired by the Landlord.**

**There is nothing to stop the Tenant and Landlord from mutually agreeing more generous rights of access if both parties want to resolve a non-urgent problem more promptly.**

**The Landlord has no right to use retained keys to enter the Let Property without the Tenant's permission, except in an emergency.**

7. The Respondent initially contended that he had never denied access to the Applicants for inspections, maintenance or repairs. However, upon further inquiry, he conceded that he had denied access to both Mr Hansen and Mrs Hansen for those purposes. In respect of Mr Hansen, he denied access to him because Mr Hansen wanted to undertake certain repairs himself when he was not a qualified tradesman. In respect of Mrs Hansen, the Respondent asserted that she had turned up unannounced during a gas safety inspection in 2024 and, after the Respondent had denied her access, she tried to force her way in. The Respondent contended that he was struck at least three times on the head by the door as a consequence, to his injury. He said that he had made a criminal complaint that was not taken further due to a lack of corroboration. He claimed to have attended hospital and been treated for

concussion and a wound to his face. As a result of that, the Respondent claimed to be in fear of both Mr and Mrs Hansen, and in particular to fear for his safety.

8. Mr Hansen advised the Tribunal that he was an electrical engineer by education. He spoke of his own familiarity with general tradework having grown up working alongside his father, who was a joiner to trade. His grandfather was also a joiner to trade. The jobs that he sought to undertake at the Property were straightforward and within his competence. He spoke of seeking to instruct specialist contractors for more demanding tasks, such as roofing and glazing, and to the Respondent refusing to allow access to contractors to undertake such repairs.

9. Mrs Hansen also spoke to the Respondent not allowing access to roofing and glazing contractors. She spoke to the Respondent refusing access for Scottish Water to undertake water purity tests before arranging for such tests himself without informing the Applicant. Mrs Hansen's recollection of the 2024 gas safety inspection was quite different to the Respondent's. She said that advance notice had been given to the Respondent that she would be attending to carry out a property inspection so as not to inconvenience him further. On the day of the inspection, the Respondent answered the door to let in the gas engineer and advised Mrs Hansen that he was not going to speak to her. He then turned away but left the front door open. On previous occasions when access had been denied, the Respondent had closed the door on Mrs Hansen. Mrs Hansen mistakenly believed that the Respondent was allowing her to undertake the inspection but was not prepared to talk to her. Mrs Hansen therefore crossed the threshold. When the Respondent realised that Mrs Hansen had entered, he rushed to the door and tried to close it three times. On each occasion he slammed it on her foot. The Respondent eventually opened the door, put his hand on Mrs Hansen's shoulder and pushed her forcibly out of the door. As regards the Respondent's allegations, Mrs Hansen advised the Tribunal that she was five feet one inch in height, whereas the Respondent is approximately six feet four inches in height and with a "rugby build". Mrs Hansen expressed a view that she simply could not physically have pushed the door with sufficient force to injure the Respondent.

10. The Respondent accepted that Mrs Hansen was about five feet one inch tall and that he was about six feet four inches tall. He took issue with the suggestion that Mrs Hansen could not have assaulted him just because she was a woman, though that was not the assertion made by Mrs Hansen.

*Discussion*

11. Having heard from the Respondent and the Hansens, the Tribunal found that the Respondent was neither credible nor reliable. The Tribunal formed the impression that the Respondent was crafting his evidence in a way that he thought would cause the Tribunal to view him sympathetically rather than telling the whole truth. He frequently avoided giving straight answers to questions. When he did answer he did so without any real detail. The only time that he did provide detail was in relation to the alleged assault by Mrs Hansen, the whole terms of which were simply unbelievable. By contrast, the Hansens each gave their evidence clearly and specifically. The Tribunal had no difficulty accepting the Hansens as both credible and reliable in their evidence. Where the evidence of the parties conflicted, the Tribunal preferred the evidence given by the Hansens.

12. However, the reality was that the Respondent conceded that he had refused access to the Applicants for authorised purposes. He admitted his breach. The Tribunal therefore determined that the first element of Ground 11, which is to say that the Respondent had breached a term of his tenancy agreement, was satisfied.

13. Had the Respondent not admitted his breach, the Tribunal would nevertheless have accepted the evidence of both Mr and Mrs Hansen that the Respondent had prevented access for authorised purposes, in breach of his obligation to allow such access.

Ground 12 – Rent Arrears

14. In terms of Ground 12 of Schedule 3 to the 2016 Act:-

**“12 Rent arrears**

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

...

(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."

15. The Applicant produced a then-current Rent Arrears Schedule in November 2025. In terms thereof, the Applicant's case was that the Respondent had paid £690 per calendar month every month since August 2023. The problem was that the Applicant contended that it had increased the rent on three occasions in that time. Firstly, it increased the rent from £690 to £710.70 with effect from 15 August 2023. The Applicant produced with the Application a file copy of a Rent Increase Notice dated 7 May 2023 increasing the rent from £690 to £710.70 ("the First Increase Notice"). Secondly, it increased the rent from £710.70 to £852.84 with effect from 15 August 2024. The Applicant produced with the Application a file copy of a Rent Increase Notice, with the date missing ("the Second Increase Notice"). Thirdly, it increased the rent from £852.84 with effect from 15 August 2025. That increased occurred after this Application had been raised. No copy of the notice issued for that rent increased was produced. Mrs Hansen spoke of serving the First Increase Notice by recorded delivery letter and then by hand delivery. The Hansens live directly across the road from the Property. She said that the Second Increase Notice had been hand delivered by her to the Property. The notice for the third increase had been hand delivered as well, though a further copy had been issued by recorded delivery letter as well.

16. The Respondent challenged the validity of the First Increase Notice. He said that he had been advised by various advice agencies that the First Increase Notice was invalid. Firstly, he contended that it was not in proper form.

Secondly, he said that the notice specified that the increase would have effect from the wrong date. Thirdly, he suggested that the notice was served whilst a moratorium preventing rent increases was in effect. He claimed to have attempted to challenge this with Rent Service Scotland, but that he was out of time to do so.

17. As regards the Second Increase Notice, the Respondent again took issue with this. He seemed to suggest that the Notice was not served when the Applicant claimed, which meant that Rent Service Scotland again determined that his attempt to appeal was out of time. He claimed to still be in communications with Rent Service Scotland about that. In any event, he claimed that the increase was too high.

18. As regards the most recent rent increase, the Respondent appealed that to Rent Service Scotland. His appeal was unsuccessful and Rent Service Scotland upheld the rent increase imposed by the Applicant. The Respondent has since raised proceedings with the Tribunal to challenge the rent determination.

19. The Respondent's position generally was that the increases imposed by the Applicant were unfair. He claimed that the comparators used by Rent Service Scotland in the recent determination used more modern properties in more desirable areas. He felt that the Applicant was using the rent increase provisions oppressively to make the Property unaffordable and thereby engineer his removal from the Property. The Respondent submitted, without reference to any authority, that a landlord under a private residential tenancy owed a duty of care not to increase the rent to a level that was unaffordable to the tenant. He also submitted, again without authority, that a landlord under a private residential tenancy owed a duty of care not to deliberately cause a tenant to be made homeless.

*Discussion*

20. In terms of section 22 of the 2016 Act:-

**"22 Landlord's power to increase rent**

(1) The landlord under a private residential tenancy may increase the rent payable under the tenancy by giving the tenant a notice in accordance with this section ("a rent-increase notice").

(2) The notice must—

(a) specify—

(i) the rent that will be payable once the increase takes effect,

(ii) the day on which the increase is to take effect, and

(b) fulfil any other requirements prescribed by the Scottish Ministers in regulations.

(3) The rent increase takes effect on the effective date, unless before that date—

(a) the landlord intimates to the tenant that the notice is rescinded, or

(b) the tenant makes a referral to a rent officer under section 24.

(4) For the purpose of subsection (3), the effective date is the date of the later of—

(a) the day specified in the notice in accordance with subsection (2)(a)(ii), or

(b) the day after the day on which the minimum notice period ends.

(5) In subsection (4)(b), *"the minimum notice period"* means a period which—

(a) begins on the day the notice is received by the tenant, and

(b) ends on the day falling—

(i) three months after it began, or

(ii) whatever longer period after it began as the landlord and tenant have agreed between them.

(6) In subsection (5), the reference to a period of three months is to a period which ends in the month which falls three months after the month in which it began, either—

(a) on the same day of the month as it began, or

(b) if the month in which the period ends has no such day, on the final day of that month."

21. Accordingly, a landlord is entitled to increase the rent by service of a notice giving the prescribed information on a minimum period of notice of three months, unless parties agree to give a longer period of notice. In this case, the parties did not agree a longer period of notice.

22. The Scottish Ministers have prescribed in regulations the content of a rent increase notice. In terms of Regulation 3 of the Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017, a rent increase notice is to be in the form set out in Schedule 2 of those Regulations. In this case, both the First Increase Notice and the Second Increase Notice are in that form. They both provide the prescribed notice.

23. For the reasons already stated above, the Tribunal preferred the evidence of both Mr and Mrs Hansen to that given by the Respondent. Accordingly, the Tribunal accepted their evidence that both the First Increase Notice and the Second Increase Notice were given by them at least three months before their effective dates.

24. Insofar as the Respondent's challenge to the level of the increases is concerned, that challenge fails for several reasons. Firstly, the 2016 Act sets out a process by which the Respondent was able to challenge both the First Increase Notice and the Second Increase Notice. Section 24 provides that he may make a referral to a rent officer. Section 28 provides a right of appeal to the First-tier Tribunal for Scotland where he is dissatisfied with the determination of the rent officer. In respect of the First Increase Notice and the Second Increase Notice, he did not avail himself of that opportunity within the prescribed timescale. The Tribunal therefore cannot now look behind the increases.

25. Secondly, the increases proposed by the Applicant in the notices were compliant with the restrictions in place at the time. In 2023, when the First Increase Notice was served, rent increases were capped at 3% by section 21A of the 2016 Act. The First Increase Notice sought to increase the rent by 3%. In March 2024, section 21A of the 2016 Act was repealed and was not replaced by any other rent cap. Accordingly, the only limits on rent increases proposed by landlords were rent officer determinations and market forces. Neither prevented the Applicant from increasing the rent by 20%, as it did with effect from August 2024. Insofar as the Respondent contended that the Applicant owed a duty of care not to impose substantial rent increases, he had no basis for that submission. A landlord in a private residential tenancy is acting in a commercial capacity. A landlord does not require to be altruistic. There is no requirement to act fairly or reasonably. A landlord is entitled to act in their own commercial interests. The tenant's position is protected by the process for referral to a rent officer and appeal to the Tribunal.

26. Thirdly, the Respondent's submission that the First Increase Notice was invalid because it purported to have effect from 8 August 2023 is flawed. It is not a requirement of section 22 that the effective date of a rent increase notice matches the date that rent typically falls due. There is no barrier in section 22 to rent increasing part way through a month and on a pro-rata basis. However, in this case there was no apportionment of rent part way through the month. What the Applicant did was apply the rent increase from the date that rent next fell due after 8 August 2023, which was on 15 August 2023. The Applicant effectively did what the Respondent contended they ought to have, which was treat the rent as increased from 15 August 2023.

27. For those reasons, the Tribunal was satisfied that the Applicant validly increased the rent from £690 per month to £710.70 per month with effect from 15 August 2023. The Tribunal was also satisfied that the Applicant validly increased the rent from £710.70 per month to £852.84 per month with effect from 15 August 2024. The third increase is subject to appeal to the Tribunal and the Tribunal therefore made no comment on the validity or otherwise of that increase. However, that notwithstanding, it is clear that the Respondent has been in continuous rent arrears since 15 August 2023.

28. The Tribunal therefore determined that the first requirement of Ground 12, which is that the Respondent has been in rent arrears for a continuous period of three months, was satisfied.

Reasonableness

29. Both grounds 11 and 12 for eviction require the Tribunal to be satisfied that it is reasonable to grant the eviction order. That is the final matter that the Tribunal requires to determine. The assessment of reasonableness is a judicial function. What a judicial body requires to do in such circumstances

was set out by Lord Greene MR in *Cumming v Danson*, [1942] 2 All ER 653, at 655:

"*[I]n considering reasonableness… it is, in my opinion, perfectly clear that the duty of the Judge is to take into account all relevant circumstances as they exist at the date of the hearing. That he must do in what I venture to call a broad commonsense way as a man of the world, and come to his conclusion giving such weight as he thinks right to the various factors in the situation. Some factors may have little or no weight, others may be decisive, but it is quite wrong for him to exclude from his consideration matters which he ought to take into account.*"

30. Mrs Hansen spoke to the level of arrears outstanding. Those arrears amounted to £2,202.48 as at 15 July 2025. If the third rent increase is upheld then those arrears will stand at £5,262.48. If the third rent increase is not upheld, and rent remains at pre-notice levels, then the arrears will still be £3,179.52.

31. Mrs Hansen spoke of previously requiring the assistance of the Tribunal to gain access to the Property. She said that if eviction was not granted then the Applicant would need to raise further proceedings for assistance to gain access. She spoke of her concern that she would need to raise repeat proceedings frequently just to obtain access. She spoke of her worry about the condition of the Property. She said that the Respondent was not keeping the interior of the Property clean and tidy. He was not tending the garden. He was harassing the Hansens when they sought to make use of a cottage garden adjacent to the Property which they had retained and not let to the Respondent. They spoke of his having telephoned the emergency services to make unfounded complaints against the Hansens when they were using their own land. She spoke of the relationship between the parties having broken down irretrievably. The situation was detrimentally affecting her physical and mental health. She had been writing monthly to the Respondent regarding access and his arrears and he was not engaging with that correspondence. She spoke of having another rental property in Penicuik. If the eviction order was granted, Mrs Hansen confirmed that the Property would likely be re-let to another tenant. There is mortgage lending secured against the Property. The mortgage is on an interest-only basis and the monthly payment is in the region of £330 to £360 per calendar month. However, the interest rate deal for the mortgage expires in March 2026 and the interest rate is due to increase by about 3%.

32. The Respondent confirms that he mostly lives alone at the Property. He shares custody of his twelve year old son. That includes residential overnight contact with his son five nights over a fortnight. His son attends high school on what he described as the "other side" of Musselburgh. The Property has not been adapted for the Respondent's use. He has no local support network. He does not access any specific local services. He is unemployed and in receipt of universal credit including a housing element. His universal credit claim is recent, having only been granted at the end of 2025. He has not received any paperwork showing the breakdown of how his benefits have

been calculated. The Respondent alluded to some moral duty being incumbent on the Applicant not to cause the Respondent's homelessness, but offered no authority for any legal duty.

33. Having considered all of the circumstances, the Tribunal unanimously determined that it was reasonable to grant the eviction order. The Respondent's behaviour in this case is intolerable. He shows no intention of paying his rent shortfall or of allowing access to the Applicant for authorised purposes. Indeed, his evidence all seemed to suggest that he intended to do the opposite. The Tribunal was satisfied that the harm to the Applicant, and its officers, of refusing the eviction order was far greater than the harm to the Respondent of granting the eviction order. The Applicant is entitled to make a commercial return on its investment. It is also entitled to take reasonable steps to monitor the condition of the Property and a tenant's use of it. It is entitled to protect its asset. The Respondent is putting all of that at risk. The Tribunal accordingly granted the eviction order.

34. For the purposes of section 51(4), the Private Residential Tenancy between the Parties will terminate on 27 February 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.**

**Andrew Upton** | **26 January 2026**

**Legal Member/Chair** | **Date**

[redacted]