



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/EV/24/5827

Re: Property at 3F Exchequer House, Broad Place, Aberdeenshire, AB42 1HY (“the Property”)

Parties:

Exchequer House Limited, Abbotsville, 320 North Deeside Road, Aberdeen, AB15 9SB (“the Applicant”)

Miss Vida Dauskuroiene, 3F Exchequer House, Broad Place, Aberdeenshire, AB42 1HY (“the Respondent”)

Tribunal Members:

Valerie Bremner (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 be granted in favour of the Applicant and against the Respondent in terms of Ground 3 of Schedule 3 of the Private Housing (Tenancies) (Scotland) 2016 in that the Applicant intends to refurbish the let property and is entitled to do so and it would be impracticable for the tenant to continue to occupy the property given the nature of the refurbishment intended by the landlord and the Tribunal is satisfied it is reasonable on account of those facts to issue an eviction order.

Background

1. This application for an eviction order in terms of Rule 109 of the Tribunal rules of procedure was first lodged with the Tribunal on 20th December 2024 and accepted by the Tribunal on 10th March 2025. A case management discussion was set down for 31st July 2025 at 2pm.

Case Management Discussion

2.The Applicant did not attend the case management discussion at 2pm on 31st July 2025 and was represented by Ms Burr of DJ Alexander Estate and Letting Agents. The Respondent did not attend the case management discussion. The Tribunal Members had sight of an execution of service by Sheriff Officer the papers and date and time of the case management discussion on the Respondent by putting these through the letterbox at the property on 9th June 2025.The Tribunal was satisfied that the Respondent had received fair notice of the papers and case management discussion and that it was appropriate to proceed in her absence.

3.The Tribunal had sight of the application, a tenancy agreement, a Notice to Leave and proof of delivery, a tenancy agreement, a Notice in terms of section 11 of the Homeless Etc (Scotland) Act 2003 together with an e mail sending this to the local authority, a refurbishment quotation for the property, and title deeds for the property.

4.The parties entered into a tenancy agreement at the property with effect from 27th November 2023.The Respondent was understood still be residing at the property with her adult son. There had been a leak reported at the property a month before the hearing under the flooring which would require the floor to be lifted and the landlord required to fix the boiler system as well as the work set out in the quotation dated 12/12/24 which included painting the flat, replacing the bathroom and kitchen and disposing of rubbish and furniture. The flooring in the bathroom was also to be lifted and there was a condensation issue to be rectified. The work would be invasive, and the contractor had advised that this work would take up to 12 weeks or three months. It was hard to say exactly how much work would be needed overall until the contractor went into the property. The landlord was hoping to have the work done in October 2025.

5. Miss Burr also advised that there had been a good relationship with the tenant although she had not been forthcoming when they had asked about entry and inspection to the property. There were rent arrears, and the Tribunal was advised that rent was paid sporadically and then a lump sum was paid. It was believed that the tenant was not working and her son was in receipt of universal credit and that they had been struggling to pay the rent. Miss Burr indicated that reports of anti-social behaviour at the property had been received from other tenants in the block regarding the property.

6.A Notice to Leave was sent to the Respondent by e mail on 19th July 2024 setting out the eviction and indicating that no application would be made to the Tribunal for an eviction order before 14th October 2024.

7.A Notice in terms of Section 11 of the Homelessness etc (Scotland) Act 2003 was sent to Aberdeenshire Council on 20th December 2024 by email by the landlord's agents.

8.The title deeds to the property indicated that it had been purchased by the landlord company in September 2023.

9.The Tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

Findings in Fact

10. The parties entered into a tenancy agreement in relation to the let property with effect from 27th November 2023.

11. A Notice to Leave in proper form setting out the eviction ground and dated 19th July 2024 was sent by e-mail to the Respondent on that date and this notice indicated that no application would be made to the tribunal for an eviction order before 14th October 2024.

12. A Notice in terms of section 11 of the Homelessness etc (Scotland) Act 2003 was sent to Aberdeenshire council in respect of this application on 20 December 2024.

13. The Applicant company is the owner of the property with effect from September of 2023 and is entitled to refurbish it.

14. The Applicant has obtained a quotation for the work required at the property and this includes the fitting of a new kitchen, a new bathroom and painting of the property throughout.

15. In addition to this work the bathroom flooring has to be lifted, and a condensation issue noted in this room requires to be rectified.

16. Around the end of June 2025, a leak has been detected under the floor of the property and part of the work which will require to be undertaken at the property means that this this flooring will have to be lifted, and pipes inspected or replaced.

17. The boiler system at to the property also requires to be repaired.

18. The landlord company have been advised that the work could take up to three months to complete and will be invasive.

19. Given the nature of the refurbishment work intended by the landlord and the time it may take it would be impracticable for the tenant to continue to occupy the let property.

Reasons for Decision

20. The tribunal was satisfied that the appropriate procedures had been carried out in terms of the Notice to Leave and Section 11 Notice accompanying this application. The Applicant's objective intention to refurbish was evidenced in that she had received and lodged a quotation for the works required from a contractor. Her subjective intention to refurbish was set out by her representative who indicated that a number of repairs and refurbishment works are required at the property which would be invasive. There was no appearance or objection from the Respondent, in particular she did not suggest that it would not be reasonable to grant the order. Having considered the overall circumstances, the tribunal considered it was reasonable to grant the order.

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order be granted in favour of the Applicant and against the Respondent in terms of Ground 3 of Schedule 3 of the Private Housing (Tenancies) (Scotland) 2016 in that the Applicant intends to refurbish the let property and is entitled to do so and it would be impracticable for the tenant to continue to occupy the property given the nature of the refurbishment intended by the landlord and the Tribunal is satisfied it is reasonable on account of those facts to issue an eviction order.

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.

Valerie Bremner

Legal Member/Chair

Date 31/7/25