



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 (“the Act”)

Chamber Ref: FTS/HPC/EV/25/0932

Re: Property at 92 Tillycairn Road, Glasgow, G33 5EH (“the Property”)

Parties:

Wingrowsoft Consultancy Services Limited, Wingrowsoft Consultancy Services Limited, 116 Church Lane, London, NW9 8SS (“the Applicants”)

Mr Zen Saleem, Ms Bethany McPhee, 92 Tillycairn Road, Glasgow, G33 5EH (“the Respondent”)

Tribunal Members:

Ms H Forbes (Legal Member) and Ms S Brydon (Ordinary Member)

Decision (in absence of the Respondents)

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

Background

1. This is a Rule 109 application whereby the Applicants are seeking an eviction order under ground 11. The Applicants lodged a copy of a private residential tenancy between the parties which commenced on 22nd November 2021, two notices to leave with evidence of service, a section 11 notice with evidence of service, inspection reports, photographs and written representations.
2. A Case Management Discussion (“CMD”) took place by telephone conference on 28th October 2025. All parties were in attendance. The application was continued to an evidential hearing.
3. The Tribunal issued a Direction dated 28th October 2025 to parties in the following terms:
 1. *The Applicants are required to provide a copy of the email of 9th January 2025 showing the attachment of the notice to leave.*
 2. *The Respondents are required to provide a note of defence setting*

out their response to each alleged breach of the tenancy agreement.

The said documentation should be lodged with the Chamber no later than close of business on 21 days after the date of issue

4. By email dated 4th December 2025, the Applicants complied with the Direction. The Respondents did not comply with the Direction.
5. A request was made by the Respondents by email dated 12th January 2026 to postpone the hearing set down for 9th February 2026. The Respondents informed the Tribunal of the passing of a parent and the need to travel overseas.
6. By email dated 14th January 2026, the Respondents were informed that evidence was required in terms of the Procedural Rules before an application for postponement could be considered.
7. By email dated 16th January 2026, the Respondents provided flight details, but provided no evidence to support the postponement request.
8. By emails dated 22nd and 29th January 2026, the Respondents were asked to provide evidence.
9. By email dated 29th January 2026, the Respondents provided a booking confirmation showing flight details. The Tribunal granted the postponement.

The Hearing

10. A hearing took place by video conference on 12th March 2026. All parties were in attendance.
11. The Respondent, Mr Saleem, was taking part from his car parked outside his work. Mr Saleem indicated he did not have the case paperwork with him. Mr Saleem said he had not been very organised since the loss of his father. Asked why no note of defence had been lodged, Mr Saleem said he had not had much time. He stated that things were stressful enough, and he did not know where he would find the time to do this.
12. The Respondent, Ms McPhee, was also participating from her car while driving. Ms McPhee said she would have to leave the hearing for a dental appointment in the late morning. Ms McPhee left the hearing for a period.

Preliminary Matters

13. The Applicants referred to the notices to leave that have been served. They said the first notice to leave had been served with an incorrect date, as it was dated 6th January 2024 instead of 6th January 2025. On 9th January 2025, a

second notice to leave was served by email. All evidence of service had been provided to the Tribunal.

The Applicants' position

14. The Applicants said that they let the Property to the Respondents in November 2021. The letting agent was initially Fine Home and then DJ Alexander. From July 2024, the Applicants managed the Property themselves.

Pets in Property

15. The Applicants referred the Tribunal to the case file (p91), showing photographs taken in June 2022 of pet beds in the garden, behind the fence. The tenancy agreement stated that no pets were allowed in the Property. The Applicants raised this matter with the letting agent. The response from the Respondents was set out in a message on page 101, stating that a family member was staying in the house while the Respondents were on holiday. The Respondents said the family member has a dog, which she could not leave alone at home, and that the dog stayed outside at the Property.

16. The Applicants referred the Tribunal to page 102, which showed photographs of wood flooring which the letting agent suspected had been damaged by pets. The Applicants referred to the August 2023 inspection report, which showed damage to a wall.

17. The Applicants referred to page 103, which showed an email from a contractor to the letting agent dated 28 May 2024, where the contractor stated *"We were unable to access other rooms due to there being dogs present in these rooms and our engineer was advised they weren't particularly friendly."* The contractor had been called to do a gas inspection and bleed radiators. The letting agent suspected that pets were present in the Property, and this was confirmed by the contractor. The Applicants said that, not only were there dogs in the Property, but the company were unable to get access to some of the rooms in the Property. This resulted in a damaged ceiling.

18. The Applicants referred to page 103, where it was shown that the letting agent had stated to the Respondents that their neighbour's dog would be in the Property occasionally. Details of the neighbour were requested from the Respondents.

19. The Applicants referred to an email from the letting agent to the Respondents (p104) dated 26 June 2024, where the letting agent said the landlord was concerned that there were pets in the Property, as they had been told by contractors that they were unable to access certain rooms due to dogs being in one of the rooms. The email reminded the Respondents that having pets in the Property would be a breach of the tenancy agreement.

20. The Respondents responded by email dated 26 June 2024 (p104), whereby the Respondents stated that it was a family member's dog and that the family member had been notified that the dog could no longer come to the Property.
21. The Applicants set out their position in terms of pets in the property by email to the Respondents dated 1 August 2024 (p105), which was after the Applicants took over management of the Property.
22. The Applicants referred to an inspection carried out in the Property in November 2024 (p106). The inspection photographs showed damage to a washing machine and the floor, and loose door handles in two or more rooms downstairs. The Applicant said they also saw pet bowls outside the Property (p107).
23. The Applicants issued a breach warning notice to the Respondents in November 2024 (p108). This mentioned the existence of pets in the Property and the pet bowls found in the garden. The Applicants issued an email on 1 December 2024, to the Respondents, asking for a response to the breach notice. There was a response from the Respondents by email dated 2nd December 2024 (p108), which stated that they were working with extremely demanding schedules seven days a week for long hours. As such, they did not have the capacity to prioritise the repeated emails from the Applicants. They stated they would address the matter in full when they had the necessary time and had gathered all the required evidence. The Applicant said they did not send any more emails after that date, as they felt there was not much point in doing so. There had been no transparency or respect for the pet situation.
24. The Applicants referred to messages from a neighbour in October 2022 (p109), stating that the dog was roaming after the inspection, and there was movement in three vehicles outside. A neighbour's message on 29th October 2022 said there was more than one dog, with a few additional younger ones. The messages from neighbours also referred to visitors and other people staying over, and pups making noise.
25. The Applicants pointed out that the contractor mentioned pets at the Property in May 2024. In November 2024, the Applicant found the bowls and damage. The Applicant said they felt there was a broken relationship after that point. They took advice on their position and delayed sending a notice to leave until January 2025. There has been no further property inspection since that date.

Running a business from the Property.

26. The Applicants referred to photographs of bedroom three from an inspection report in July 2022 (p71). The photographs showed that the bedroom had been set up like a salon. There was a sign in the photo referring to "*Lashes by Bethany*". An Instagram page showed that the business was in Glasgow G33. A screenshot of the Instagram page was shown on page 71. Page 72 showed the address for this business as the address of the Property. There was also

reference to an address in Airdrie. The Respondents had said at the CMD that the wrong address had been set up on the Instagram page. The Applicants said they do not believe that. After they raised this issue through the letting agent, the address was removed from the Instagram page and the website.

27. The Applicants referred to photographs from the inspection report in February 2023 (p73). The bedroom was still set up with a salon bed, and most of the other business items were present; however, they had been covered up by clothes and items placed on the bed. There were also photographs of the August 2023 inspection report, which showed that almost all of the business set-up was still present; however, there were lots of items on top of the furniture.
28. The Applicant referred to photographs from an inspection in May 2024 (p74). The bedroom was still set up with a salon bed. Almost all of the business set-up was still present; however, the furniture was covered by lots of items on top.
29. The Applicants referred to an email sent on 1 August 2024 (p75), after the landlords began to manage the Property directly. The email reminded the Respondents that they were not allowed to run a business from the Property. Page 75 also showed photographs from the November 2024 inspection. The bedroom was still set up with the salon bed, and the business set-up appeared to be intact, with some new additions. On page 76, there was a photograph showing racks of nail varnish mounted on the wall. The Applicants said this was a new addition.
30. The Applicants said they issued a breach warning in November 2024, as shown on page 77. Page 77 also showed messages from a neighbour referring to 3 different couples living at the Property and five different vehicles parked outside at various times. The neighbour referred to more people attending for short visits. There was also reference to environmental health. Bins had not been put out properly. The Applicant said this was attended to by the Respondents. The Applicants referred to further messages from neighbours (p78), stating lots of different vehicles were visiting or waiting outside, especially at weekends.

Furniture and fittings.

31. The Applicants referred to page 85, which showed the advert for the Property added to Rightmove on 15 October 2021. The advert showed that the Property was let as a furnished Property. At the time of the Respondents taking on the lease, they had asked the letting agent if the Property could be unfurnished. The Applicants had refused this request. This was evident in an email dated 1 November 2021 from the Applicants to the letting agent (p85). On 6 July 2022, the Applicants contacted the letting agent to say that they had become aware that furniture had been removed from the Property. The Applicants listed a list of furniture missing from the Property. The letting agent responded on 14th July 2022 (p86), stating that they would ask the

Respondents to supply evidence of the items being stored. By email dated 2nd August 2022, photographs of the storage of items were provided to the Applicants by the letting agent. The Applicants requested details of the storage location, which were not provided until November 2024. The Applicants said that the letting agent, Fine Home, had given permission to the Respondents to store a couch upon entry to the Property, as shown by emails on pages 88 and 89. The Applicants said that the Respondents showed a lack of transparency, as they would not allow the Applicants to inspect the furniture in the location, and did not provide the location address for quite some time.

Alterations

32. The Applicants referred to the July 2022 inspection report photographs (p64). These photographs showed the Property had been decorated, carpets had been changed, light fittings had been changed, blinds had been replaced, and wallpaper had been applied. The Applicants referred to various photographs showing the replacement of furniture. A warning was issued to the tenants by the estate agents on 14th July 2022, stating that improvements had been made to the home without the prior consent of the landlord. The Respondents were informed that the works must be reversed and the Property given back in its original condition at the end of the tenancy. The letting agent also stated that the landlords were concerned that light fittings had been changed. Paperwork relating to the light fittings was requested.
33. Responding to questions from the Tribunal, the Applicant said they did not jump the gun given these issues, but agreed that the Property could be returned to its original condition at the end of the tenancy. The Applicant said the decoration was done to a good standard. The Applicant said they did not want to have changes carried out after the tenancy started. The decor in the Property was neutral, and that was what they wanted. It was their position that not everyone would like to have dark colours. They would have refused permission to carry out the decorating if they had been asked.
34. The Applicants sent an email to the Respondents on 19 September 2024 (p67) asking for full access to inspect the Property. The Respondents responded and requested a more specific time for the inspection. The inspection was carried out on 2nd November 2024. The Applicants said they were surprised to see that there was painting in progress on the day of the inspection. No consent had been sought from the Respondents to carry out any further decoration. The paint marks on the flooring are shown in photographs on page 68. Following the inspection, the Applicants issued a breach notice (p69). As stated earlier, the Applicant said the Respondents responded to say they were too busy to respond to correspondence. It was felt thereafter that it was appropriate to serve a notice to leave.

Maintenance

35. The Applicants said they were concerned about the standard of maintenance. Some maintenance had been carried out well, and other rooms in the

Property were maintained below standard. At the inspection in November 2024, it had been difficult to access rooms. There were sharp tools left lying around. The Applicants felt this was a hazard to visitors and restricted their access. The Applicants referred to page 93, which showed photographs of the Property at inspection. The Applicants said that two quad bikes had been stored, causing difficulty accessing pathways. This also impeded access to the garage for contractors to repair the ceiling.

36. The Applicants referred to the dining room of the Property, and said that the dining entrance was blocked and the landlords were restricted from entering and inspecting the room. There were paint cans on the floors without any protective covering. Responding to questions from the Tribunal asking whether they had asked the Respondents to move these items, the Applicant said their time was restricted as the Respondents had already said they had to go to a football match. The Applicants had given plenty of notice that they were coming from London. Asked what term of the tenancy had been breached, the Applicant said the Respondents were required to keep the Property in a tidy condition and should not allow hazards.

37. The Applicant said the furniture was stored 15 miles away from the Property, in a container. Photographs on page 98 showed the container. When the Applicants visited, they saw mould and believed some items were not reusable. The dining table was stored on top of a quad bike. The Applicants were concerned that the furniture was susceptible to damage from bad weather.

Access

38. The Applicants said there had been long delays before access was provided by the Respondents. They referred to an email dated 9 August 2022 (p54), regarding an issue gaining access to the Property for a contractor. Access was not provided until November 2022. The Applicants referred to a chain of emails from pages 54 to 57. The Applicants said they had requested access in August 2023 for an inspection, which never happened. The letting agent had to chase up the Respondents repeatedly. Emails on pages 58 to 62 showed further follow-up requests for inspections. The next inspection was three months overdue.

Communications

39. Asked by the Tribunal what term of the tenancy had been breached in respect of communication, the Applicants said this was not necessarily a breach, but they wished to highlight what was happening. There has been a communication breakdown. They felt that sometimes communication was intimidating. A rent increase was put in place, but the Respondents did not pay it. The letting agent stated that the Respondents' responses were abrasive. The Respondents failed to reply to breach notices. They said they were too busy to respond. The Applicant said they need a good relationship

with their tenants. They still wanted to give the Respondents a chance. The Respondents ignored emails and had to be pushed for responses.

The Respondents' position

Pets

40. The Respondents said that they had been asked by the estate agent if they had a pet. They explained that a family member had a pet, and that there are no pets staying at the Property. The Respondents said this is just hearsay, and there is no evidence. The Respondents said there are no pictures of pets. The estate agent kept saying that the Respondents have pets.
41. The Respondents said the gas engineer got access to every room, and they would like to see proof otherwise. The Respondents said the gas engineer had not carried out his work properly. There had been a leak in the garage. It had nothing to do with bleeding radiators. No comment had been made to the Respondents that rooms could not be accessed.
42. The Respondents said there had been fair wear and tear in the Property. The Respondents said a comment was made in June 2024 about a neighbour's dog. They presume this was a mistake by the estate agent. The family member's dog had stayed in June 2022. The damage to the wall in August 2023 was caused by carrying a pressure washer hose to the sink and bumping the wall. This had been explained to the Applicants. The family member had stayed for one or two nights. The dog bowls lay around after that time. The Respondents said they didn't bother to pick up the dog bowls. They were always left there for emergencies in case someone with a dog came. Asked by the Tribunal why they had not responded to emails from the letting agent regarding the situation with the dogs, the Respondents said they repeated the situation all the time. The Respondents said they have email evidence of this.
43. The Respondents said, when asked by the Tribunal how the damage to the door handles had been caused, that all the handles in the Property were loose. A handle had come off. They had reported this. Someone had been sent out to look at it. Lights were flickering in the kitchen. The motherboard broke. The handles were never fixed. This was raised with both letting agents, and nothing was done. The Respondents said they bought glue and screws to try to fix the handles, but this was not possible. The Respondents said they lost hope when the problems were not fixed. The previous four years had been tedious, with messages back and forth between the parties. The Respondents did not reply to the last email because, even when denying matters, they kept receiving further emails. The Respondents said they did not have time to address matters. A family member had been ill. One of the Respondents said she would rather lose her house than her grandfather. The Respondents said they got on well with their neighbours and were taken aback by the messages from neighbours.

Business

44. The Respondents said Ms McPhee ran a lashes business in Airdrie. When setting up their business page, their home address ended up on the web page. This had been explained to the letting agents and the Applicants. The accessories and furniture in the room belong to Ms McPhee. The salon bed has now been sold. The nail equipment has all been sold.
45. Asked by the Tribunal for the timeline in relation to the business, Ms McPhee said she started the business around Christmas 2022 or early 2023. Ms McPhee said she bought everything that was required, but the clientele were not coming back to her. Ms McPhee said the Respondents explained to the letting agent why all the equipment was there. Ms McPhee said she had bought lots of equipment, and then her employer told her to use her equipment. The Respondents referred to photographs on page 71. The Respondents said there were clothes all over the salon bed. The Tribunal pointed out that that was only one snapshot in time and that the room may have been properly set up for business at other times. The Respondents said they could have got evidence to show their position.
46. The Respondents said the messages allegedly from neighbours could be from anyone. There is no name on the messages. The Respondents said that they felt as if they were being prevented from having a social life. They did have vehicles at the Property that belonged to them. Family and friends were visiting the Property.
47. Due to time constraints, the hearing then came to a close. The Applicants raised concerns that the Respondents had not had their cameras on for the video conference at all times. There was some discussion about this. The Tribunal said they would issue a direction in respect of the format of the continued hearing.

Further procedure

48. The Tribunal issued a Direction to the Respondents dated 12th March 2026 in the following terms:

The Respondents are required to provide:

- 1. A note of defence setting out their response to each alleged breach of the tenancy agreement.*
- 2. Representations in respect of the decision to continue the hearing by video conference, and any representations as to an alternative format with reasons for any such request.*

The said documentation should be lodged with the Chamber no later than close of business on 21 days after the issue of this Direction.

49. The Respondents did not comply with the Tribunal's Direction.
50. Parties were notified on 8th April 2026 of a continued hearing scheduled to take place on 14th May 2026.

The Hearing

51. On the morning of 14th May 2026, shortly before the commencement of the hearing, an email from the Respondents sent at 11.07 pm on 13th May 2026 was passed to Tribunal Members. The email was in the following terms:

We are writing regarding the hearing/call scheduled for tomorrow.

Unfortunately, due to unforeseen family circumstances, we are respectfully requesting that the hearing be postponed or continued to another date. Bethany's mother has unexpectedly been taken to hospital, and we urgently need to care for the children as we have no alternative childcare arrangements available.

We sincerely apologise for the late notice and understand the inconvenience this may cause the Tribunal. The situation arose unexpectedly and was outside of our control.

We would be grateful if the Tribunal could take these circumstances into consideration and advise whether a continuation can be granted.

52. The video call commenced at 10 am as scheduled. The Applicants were in attendance. The Respondents were not in attendance. The Applicants confirmed they had been passed a copy of the Respondent's email by the case worker shortly before the commencement of the hearing.
53. Asked for their response to the request for a postponement, the Applicants opposed the postponement, saying they had lodged the application in February 2025. The hearing had previously been postponed at the request of the Respondents. The Respondents had failed twice to respond to Tribunal Directions to lodge a note of defence. The Applicants said they had both taken time off to attend the hearing and had both lost money by taking time off. The Applicants were concerned about the decision being pushed further away. The Applicants submitted that this is a pattern of behaviour by the Respondents. They have heard similar excuses before, and the Respondents are always last-minute in raising these issues. The Applicants questioned how many times the Respondents should be given the benefit of the doubt.
54. The Applicants submitted that there were questions as to whose children the Respondents were looking after, as the Applicants were not aware that the Respondents had children. There were unanswered questions as to the age of the children and why it would take two people to look after them. The Applicants said they have managed their affairs properly and ensured

compliance with Tribunal requirements. The Applicants said there was no guarantee this would not happen again if the hearing was postponed.

Postponement decision

55. The Tribunal adjourned to consider matters. The Tribunal considered the email from the Respondents sent late the evening before the hearing. The Tribunal considered Rule 28(3) of the Procedural Rules, which provides that the Tribunal may only adjourn or postpone a hearing at the request of a party on cause shown. This requires a party to show a valid reason for their request, and prove that their request is justifiable.
56. The Tribunal noted that the Respondents were aware of the requirement, in terms of Rule 28(2)(b) to show good reason why an adjournment or postponement is necessary and (c) to produce evidence of any fact or matter relied on in support of their application. The Respondents could not fail to be aware of the requirements, given the protracted nature of their previous request for a postponement and their eventual compliance with the Procedural Rules. The Tribunal considered that there was insufficient information provided on this occasion to satisfy the requirements of the Rules. No evidence was provided to show that a family member had been admitted to hospital. No information was given as to when this alleged hospital admittance occurred. No information was given as to the age or number of the children, or why it required two adults to care for the children. The Tribunal considered it would have required further evidence or explanation before considering that there was a good reason for the request.
57. The Tribunal considered that no reason had been given why one or both of the Respondents could not have attended the virtual hearing to provide further information on their situation, and to answer questions as to why both were required to look after the children. Attendance could have taken place by using a suitable device from any location, even in the presence of the children for the purposes of discussing their request for a postponement. The Respondents were aware that the hearing was scheduled, and they had not received any response to their email that would indicate their request had been accepted and a postponement agreed. It was incumbent upon one or both Respondents to attend the hearing and renew, if so minded, their request for a postponement.
58. The Tribunal considered the terms of Rule 29. The Tribunal was satisfied that the requirements of Rule 24(1) had been satisfied in that reasonable notice of the date and time of the hearing had been given to the Respondents.
59. The Tribunal considered the terms of Rule 2 and the requirement to deal with the proceedings justly. The Tribunal considered the requirement to ensure, so far as practicable, that the parties are on an equal footing procedurally and are able to participate fully in the proceedings. The Tribunal had attempted to ensure this requirement was met by making Directions to assist both parties, including offering the Respondents the opportunity to make representations

as to the format of the hearing, and the Respondents had failed to comply with the Directions.

60. In respect of the overriding objective to deal with proceedings justly and avoid delay so far as compatible with the proper consideration of the issues, the Tribunal considered it would not be just and fair to the Applicants to postpone the hearing further. The Applicants had taken time off work and suffered loss as a consequence. The Applicants had lodged the application 15 months earlier. Given the diary commitments of the Tribunal Members, it was unlikely that a postponed hearing could be heard before September 2026, causing a further considerable delay.
61. The Tribunal considered the terms of Rule 3 and the parties' requirement to assist the Tribunal to further the overriding objective. The Tribunal took into account that the Respondents had failed to comply with two Directions of the Tribunal without good reason. The Respondents had indicated that they were too busy to provide a note of defence when asked about the first failure to comply. The Respondents ignored the second Direction. The Respondents had participated in the previous hearing, in the main, from their cars without the necessary paperwork. One of the Respondents had refused to participate by video conference, insisting his camera remained turned off, which prevented the Tribunal from assessing body language while evidence was given. Despite an opportunity being provided for the Respondents to make representations as to using a different format for the continued hearing, the Respondents did not comply with the Tribunal's Direction. The Tribunal considered the Respondents had shown general contempt for the Tribunal proceedings throughout, by failing to comply with Directions of the Tribunal and failing to prioritise hearings and prepare and participate properly. The Tribunal had no confidence that the Respondents would prioritise another hearing or that they would not seek to have the hearing postponed at the last minute again. The Tribunal considered it was unfair to subject the Applicants to several months of waiting, with the concern that the same situation may arise again.
62. The Tribunal was aware that the Respondents had not had an opportunity to answer the entirety of the Applicants' evidence, as the previous hearing had come to a close before the Respondents' evidence was completed; however, the Respondents had been given two opportunities to provide notes of defence and had refused to do so.
63. In all the circumstances, the Tribunal considered it was appropriate to proceed in the absence of the Respondents upon the representations of the Applicants and all the material before the Tribunal.

Applicants' response to evidence of the Respondents

64. The Applicants responded to the Respondents' evidence that the situation with a pet or pets in the Property was hearsay by stating that they had observed pet beds in the garden and a contractor had reported the existence

of pets in the Property. The Applicants said the Respondents' claim that the incompetence of contractors had caused further issues was not a matter they were aware of. The Applicants said they saw evidence of the presence of pets, including the bowls left in the garden. The Applicants said the evidence of the Respondents that they left the bowls out for visitors did not seem credible. It was the Applicants' position that visitors with dogs would bring their own bowls.

65. The Applicants said the evidence that it was a mistake that the Property address was given in an advert was misleading. The Respondents had said the salon bed was to be removed, but it was seen on numerous occasions. The room was further set up for business by the addition of nail varnishes and a long mirror. The Applicants said their insurance did not allow a business to be run from the Property. The insurance covered residential use only. The Applicants said they were concerned that their insurance could be cancelled or a claim could fail because the Property is set up for a business.
66. The Applicants said they had received information from a neighbour on several occasions about pets and the business. The Applicants said they had anonymised the messages provided to the Tribunal so as not to identify the neighbour. The Applicants offered to show the messages with full details to the Tribunal. The Tribunal informed the Applicants that they could not view documents that had not been lodged and crossed to the other party.
67. Responding to questions from the Tribunal as to why no further inspection of the Property had taken place since November 2024, the Applicants said they had moved house since the application was made. Previous attempts to gain access had taken a lot of administrative effort, and inspections were regularly rescheduled, or the Respondents failed to respond. The Applicants said they were ensuring safety requirements were complied with.

Summing up

68. The Applicants said they wanted to highlight that the Respondents had failed to comply with two Directions. The situation is causing the Applicants a lot of stress. The Applicants said they had worked hard as landlords, but this had not been reciprocated by the Respondents. The Applicants said they had taken the Tribunal proceedings seriously, unlike the Respondents.
69. The Applicants said there is no reason the Respondents cannot find other accommodation. They are affluent people and could afford to rent elsewhere. The Applicants said they feel the combination of tenant and landlord is not right. The Applicants did not become landlords only to gain rental income. They wish the tenants to look after the Property. The Applicants said they have given the Respondents many chances over the four-year tenancy.

Findings in Fact and Law

70.

- (i) Parties entered into a private residential tenancy agreement in respect of the Property, which commenced on 22nd November 2021.
- (ii) In or around June 2022, the Applicants visited the Property and observed pet beds in the garden.
- (iii) In or around October 2022, a neighbour informed the Applicants that pets were being kept at the Property.
- (iv) In or around May 2024, a contractor visited the Property and could not gain access to all the rooms due to the presence of a dog or dogs in the Property.
- (v) In or around November 2024, the Applicants visited the Property and observed pet bowls in the garden.
- (vi) Prior to July 2022, the Applicants observed on the internet that the Property address was in use for a business called 'Lashes by Bethany.'
- (vii) In or around July 2022, an inspection report showed a bedroom in the Property had been set up for use as a salon.
- (viii) Following the inspection in July 2022, the Property address was removed from the advertisement online.
- (ix) In or around February 2023, an inspection report showed the bedroom in the Property was set up for use as a salon.
- (x) In or around August 2023, an inspection report showed the bedroom in the Property was set up for use as a salon.
- (xi) In or around May 2024, an inspection report showed the bedroom in the Property was set up for use as a salon.
- (xii) In or around November 2024, an inspection report showed the bedroom in the Property was set up for use as a salon. A large mirror and a rack of nail varnishes had been installed at this time.
- (xiii) During the tenancy, the Respondents removed some of the furniture of the Applicants and stored it in a container some distance from the Property.
- (xiv) During the tenancy, the Respondents decorated the Property.
- (xv) During the tenancy, the Respondents changed blinds and light fittings in the Property.

- (xvi) The Applicants have served a Notice to Leave upon the Respondents.
- (xvii) The Respondents have failed to comply with their obligations under the tenancy agreement by keeping a pet or pets within the Property without the prior written consent of the Applicants.
- (xviii) The Respondents have failed to comply with their obligations under the tenancy agreement by failing to obtain the Applicants' written permission before carrying out any business from the Property.
- (xix) The Respondents have failed to comply with their obligations under the tenancy agreement by removing items specified in the inventory from the Property and storing them in alternative premises without obtaining the prior written consent of the Applicants.
- (xx) The Respondents have failed to comply with their obligations under the tenancy agreement by removing electrical fittings and blinds.
- (xxi) The Respondents have failed to comply with their obligations under the tenancy agreement by carrying out internal decoration without the prior written consent of the Applicants.
- (xxii) It is reasonable to grant an eviction order.

Reasons for Decision

71. The Tribunal considered the notices to leave served on the Respondents. The Tribunal was not persuaded that it had evidence of valid service of the second notice to leave, served on 9th January 2025, as the actual email sending the notice to leave was not lodged. The Respondents mentioned at the CMD that they could not remember receiving the second notice to leave, but no further mention was made of this during the hearing. The Tribunal considered it likely, given the terms of an email dated 19th February 2025 from Ms McPhee in response to an email from the Applicants, which stated 'we have reviewed your email and will ensure the correct notice is shared with our legal representative', that the second notice to leave was served. However, the Tribunal also considered that the defect in the notice to leave served on 6th January 2025 was minor and did not materially affect the effect of the notice, in terms of section 73 of the Act. The Tribunal considered that the Respondents had been properly served with a valid notice to leave.
72. Ground 11 of Schedule 3 of the Act provides that it is an eviction ground that the tenant has failed to comply with an obligation under the tenancy. The Tribunal may find that the ground applies if the tenant has failed to comply with a term of the tenancy and the Tribunal is satisfied that it is reasonable on account of that fact to issue an eviction order. The Tribunal is satisfied that

Ground 11 has been established, in that the Respondents have failed to comply with their obligations under the tenancy in several respects.

73. The Tribunal did not find the Respondents to be credible in their evidence in respect of keeping pets in the Property. The Tribunal was persuaded on the balance of probabilities, given the evidence of the presence of pets as observed by the Applicants and others on several occasions over a period of years, that a pet or pets were kept in the Property without the written consent of the Applicants.
74. The Tribunal gave some weight to the email from the contractor stating that access could not be gained to certain rooms by the engineer due to the presence of dogs in these rooms. The Tribunal noted that the Respondents denied the presence of dogs, and stated there was no evidence that this was the case. To the contrary, there was evidence in the form of the email from the contractor.
75. The Tribunal gave some weight, albeit to a lesser extent, to the neighbour evidence of a pet or pets in the Property, which evidence was in the form of redacted messages. While it would have been preferable to have seen the identity of the sender of the messages or heard evidence directly from them, the Tribunal understood why the Applicants chose to provide redacted messages to protect the identity of the neighbour. The Tribunal accepted the evidence of the Applicants, who were credible and reliable in their evidence throughout, that these messages were received from a neighbour.
76. The Tribunal did not find, on the evidence before it, that pets had caused damage to flooring, walls or door handles.
77. The Tribunal did not find the Respondents to be credible in their evidence that they had not run, or were not running, a business from the Property. The evidence of inspection reports from July 22 to November 24, showing the room set up for use as a salon was compelling, as was the internet advertising, which showed the address of the Property as a business address, albeit the address was removed when the matter was raised with the Respondents. The Respondents' evidence that the presence of clothing and other items on the salon bed indicated it was not in use as a salon was not credible. Such items could have been placed there at any time prior to the inspection in an attempt to give the impression that the room was not in use as a salon. The Tribunal considered the neighbour evidence that the volume of cars at the Property might suggest a business or businesses were being run from the Property. The Tribunal gave little weight to this evidence. The Tribunal considered, on the balance of probabilities, that the Respondents had been running a business from the Property, and may still be doing so.
78. Although the Tribunal found the Respondents had breached the terms of the tenancy agreement by decorating the Property without consent, it was noted that the Applicants had accepted the position, informing the Respondents that

the Property would have to be reinstated to its original position at the end of the tenancy.

79. The Tribunal considered the Respondents had breached the terms of the tenancy agreement by removing furniture to a container without the consent of the Applicants. The Tribunal noted that the letting agent had consented initially to the Respondents moving only one item of furniture out of the Property. Otherwise, it was clear that the Property was let as a furnished property, and that the Applicants had refused to let it unfurnished.
80. The Tribunal considered the Respondents had breached the terms of the tenancy agreement by replacing light fittings and blinds.
81. The Tribunal noted that there appeared to be delays caused by the Respondents in arranging access and inspections, but the Tribunal did not find, on the evidence before it, that the Respondents had breached a term of the tenancy in this regard.
82. In considering whether it was reasonable to grant an eviction order, the Tribunal took into account the nature of the Respondents' failures. The Tribunal considered the keeping of a pet or pets and running a business, both without the consent of the Applicants, to be the more serious of the Respondents' failures, particularly given the Respondents' repeated denials in this regard. This has eroded all confidence that the Applicants are entitled to have that the Respondents are looking after the Property and complying with the terms of the tenancy agreement.
83. The Tribunal found the evidence of the Applicants that their insurance does not cover business use to be particularly compelling. This is a serious concern for the Applicants, which could result in the denial of a payout following a claim, or the cancellation of insurance cover. The Tribunal considered that, if no order is granted, there is a real concern that the Applicants will suffer loss in the event of any insurance claim. The Applicants cannot rely upon the Respondents to be honest about their activities in the Property, and this situation is unlikely to change if no order is granted.
84. The Tribunal considered the other failures to be serious, but less so. Although the Applicants mentioned that the stored furniture may not be in a usable condition, there was an insufficiency of evidence to make any findings in that regard. There was no evidence that the changing of electrical fittings had led to any issues with the condition of the electrical installation. The Tribunal considered it would not have been reasonable to grant an eviction order in respect of these matters alone.
85. The Tribunal took into account the obvious breakdown in relationship between the parties, which, in the main, can be attributed to the behaviour of the Respondents. At some stage, the Respondents decided to stop responding to reasonable requests from the Applicants, claiming the requests were

repetitive and stating they did not have time to respond. The Respondents failed, despite repeated requests, to inform the Applicants where their furniture was stored or to allow access to the furniture. The Tribunal considered the tenancy to be unsustainable due to this relationship breakdown. The Applicants are entitled to expect that their tenants will correspond and respond to proper enquiries which the Applicants are entitled to make. In the event that no order is granted, the Tribunal considered that the relationship between the parties is likely to deteriorate further, making inspections and access difficult.

86. The Tribunal took into account that there was no report of rent arrears.

87. The Tribunal took into account that the Respondents are not believed to have any children living in the Property. Beyond that, and in the absence of the note of defence directed on two occasions by the Tribunal, the Tribunal was unable to take into consideration any other information regarding the likely impact of an eviction order upon the Respondents. It was incumbent upon the Respondents to make representations orally or in response to the Tribunal Directions in this regard, and they failed to do so.

88. Weighing up the relevant considerations, the Tribunal decided it was reasonable to grant the order sought. Although eviction is likely to cause some disruption for the Respondents, this is outweighed by the consequences for the Applicants if the order is refused, given the breakdown in the relationship and the lack of trust between the parties. The Tribunal is satisfied that it is reasonable to grant the eviction order.

Decision

89. An eviction order in respect of the Property is granted. The order is not to be executed prior to 12 noon on 17th June 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.

H. Forbes

Legal Member

_____ 15th May 2025