



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

**Chamber Ref: FTS/HPC/EV/25/3935**

**Property at 51A HIGH STREET, FRASERBURGH, AB43 9ET (“the Property”)**

**Parties:**

**MR GARRY MANETT, MR STEPHEN MANETT, 179 WATERMILL ROAD,  
FRASERBURGH, AB43 9AG; 12 KENNEDY PLACE, FRASERBURGH, AB43 9FJ  
 (“the Applicants”)**

**MISS TONILEI GRIEVE, 51A HIGH STREET, FRASERBURGH, AB43 9ET (“the  
Respondent”)**

**Tribunal Members:**

**Josephine Bonnar (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 should be granted against the  
Respondent in favour of the Applicants.**

**Background**

1. The Applicants seek an eviction order in terms of Section 51 and Ground 11 of schedule 3 of the 2016 Act. A tenancy agreement, Notice to leave, photographs of the property and a section 11 notice were lodged with the application.
2. A copy of the application was served on the Respondent by Sheriff Officer. The parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 18 May 2026 at 10am and they were required to participate.

3. The CMD took place on 18 May 2026. The Applicants participated. The Respondent did not participate and was not represented.

### **Summary of Discussion at CMD**

4. The Applicants told the Tribunal that the Respondent is still in occupation of the property. They recently requested access to inspect but a support worker responded to the request and advised them that they would need to wait until the Respondent was comfortable with a visit. There is generally very little contact with her. In response to questions from the Tribunal, the Applicants stated that the reference to clause 11 of the tenancy agreement is because the Respondent failed to vacate when she was given notice to do so. The Tribunal was also told that the SSPCA attended the property on 30 January 2026 with the Police. The Applicants were also there to provide access if the Respondent did not. The Police had a warrant. The Respondent did not answer the door, and the Applicants opened the door with their keys. The condition of the property was terrible. The SSPCA removed the Respondent's dog and 8 puppies due to their appalling living conditions. The property was covered in dog faeces. The Respondent tried to prevent the removal of the dogs. The Applicants don't know if there are any dogs currently at the property but the dogs which were removed have not been returned. The Respondent has also caused extensive damage to the property. There are holes in walls and doors, handles have been ripped off doors, and the leather sofa is covered in paint. There have been several occasions when the police have contacted the fire brigade to force entry when there has been a concern about the Respondent's wellbeing. There are often ambulances at the property. The Applicants own the shop underneath and there have been leaks and floods from the property.
5. The Applicants believe that the Respondent has significant mental health issues, but they don't have the details. She is in her mid-twenties and had a social worker in attendance at one inspection. The Applicants intend to sell the property when it becomes vacant as they cannot face the possibility of a similar experience happening again. However, they anticipate having to spend over £10000 to fix the damage before it can be marketed for sale. There are also rent arrears of about £3000. The rent is now paid directly by Universal Credit with small payments also toward the arrears.

### **Findings in Fact**

6. The Applicants are the owners and landlords of the property.
7. The Respondent is the tenant of the property in terms of a private residential tenancy agreement.
8. The Applicant has breached the terms of her tenancy agreement by neglecting the property, failing to keep it clean, causing damage and keeping unauthorised pets.

9. The Respondent incurred arrears of rent of £3000 when she stopped paying her rent. The rent payments are now paid directly by the DWP.
10. The Respondent resides at the property alone.
11. The Respondent has mental health difficulties.
12. The Applicant served a Notice to leave on the Respondent on 1 August 2025.

### **Reasons for Decision**

13. The application was submitted with a Notice to Leave dated 1 August 2025 together with an email to the Respondent which establishes that the Notice was served on the Respondent on the same date. The Notices states that an application to the Tribunal is to be made on ground 11, breach of tenancy. The application to the Tribunal was made after expiry of the notice period. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.
14. Section 51(1) of the 2016 Act states, "The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies."
15. Ground 11 of schedule 3 (as amended) states, "(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."
16. From the documents submitted and the information provided at the CMD, the Tribunal is satisfied that Ground 11(2)(a) is established. In the application the Applicants refer to clauses 1.5, 6, 10 and 11 of the tenancy agreement. Clause 1.5 of the agreement prohibits the keeping of pets without prior agreement by the landlords. In terms of clause 6 the tenant is liable for breakages and damage. Clause 6 also refers to pets being prohibited without the agreement of the landlord. Clause 10 requires the tenant to keep the property clean and to repair or replace all damaged items where there has been wilful damage or neglect.
17. The Applicants also sought to rely on clause 11. This clause only makes provision for the tenancy to be terminated by one party giving a months notice to the other. The Applicants said that they gave notice to the Respondent and she failed to vacate, hence the breach of tenancy. The Tribunal is not persuaded that this alleged breach is relevant. In terms of the 2016 Act the

Respondent is entitled to remain in occupation until an eviction order is granted and the parties cannot contract out of this provision.

18. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -

(a) The Respondent did not attend the CMD or contact the Tribunal in advance of the CMD. Her position regarding the application is unknown.

(b) The Respondent has caused extensive damage to the property. The condition of the property is deteriorating, and the Applicants will require to spend a considerable sum to re-instate it.

(c) The Applicants now wish to sell the property.

(d) The Respondent has incurred rent arrears as she stopped paying rent and the Applicants had to apply to the DWP for direct payments.

(e) The Respondent lives at the property alone so no other person will be affected by the eviction. Although it is understood that she has mental health problems, she has not provided the Tribunal with any information or evidence about this. It is also understood that she is being supported by a housing support worker and a social worker.

19. The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act that ground 11 has been established. For the reasons outlined in paragraph 18 the Tribunal is also satisfied that it would be reasonable to grant the order for eviction.

## **Decision**

20. The Tribunal determines that an eviction order should be granted against the Respondent.

## **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.**

# Josephine Bonnar

Josephine Bonnar, Legal Member

18 May 2026