



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 (“the 2016 Act”)

Chamber Ref: FTS/HPC/EV/25/4481

Re: Property at Flat 5, Brewery Court, 11, Allan Street, Blairgowrie, PH10 6AB (“the Property”)

Parties:

Miss Megan Crichton, 37 Glenearn Road, Perth, PH2 0NW (“the Applicant”)

Mr Thomas Young, Flat 5, 11 Brewery Court, Allan Street, Blairgowrie, PH10 6AB (“the Respondent”)

Tribunal Members:

Lindsay Paterson (Legal Member) and Sandra Brydon (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it was not reasonable to grant an order to evict the Respondent and refused the application.

Background

1. By application dated 16 October 2025 the Applicant seeks an eviction order in terms of Section 51 and Grounds 1, 11, 12 and 14 of schedule 3 of the 2016 Act. A Notice to leave dated 12 May 2025, and an email from an estate agent, dated 07 October 2025, confirming receipt of instructions from the Applicant to market the Property, were submitted with the application.
2. A copy of the application was served on the Respondent by Sheriff Officer on 17 April 2026, and the parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 19 May 2026 at 10am.

Case Management Discussion

3. The case called for a CMD by way of teleconference call on 19 May 2026 at 10am. Mr Lancaster, solicitor, appeared on behalf of the Applicant. Neither the Applicant nor the Respondent attended.
4. Mr Lancaster told the Tribunal that the Respondent has now vacated the Property but the Applicant still wishes to obtain an eviction order as the Respondent has left belongings in the basement area of the block of flats (of which the Property forms part) and the Applicant considers that she requires vacant possession of the basement area in order to progress the sale of the property.
5. Mr Lancaster confirmed that the Applicant still sought the eviction order on the basis of all four grounds indicated on the notice to leave: Ground 1 (landlord intends to sell the property within three months); Ground 11 (failure by the tenant to comply with an obligation under the tenancy agreement); Ground 12 (rent arrears for three or more consecutive months); and Ground 14 (tenant has engaged in anti-social behaviour).
6. By written submission dated 13 November 2025, the Applicant had advised that the clauses of the tenancy agreement alleged to have been breached by the Respondent were clause 7 (obligation to pay rent) and clause 20 (respect for others). At the CMD Mr Lancaster conceded that Ground 11(3) excludes a failure to pay rent as a breach covered by Ground 11 and said he was content for the Ground 11 case to be restricted to the breach of clause 20 of the tenancy agreement.
7. Mr Lancaster told the Tribunal that he had a copy of the email chain ending 17 March 2025 referred to in the Notice to Leave, but was unable to confirm if this had been lodged with the application or provided to the Respondent along with the Notice to Leave. The Tribunal noted that this email chain had not been included in the case papers and the Tribunal had not had sight of it. Mr Lancaster told the Tribunal that, as well as containing information about the rent arrears said to be owed, the email chain made reference to a conversation between the Applicant and Respondent wherein the Respondent had admitted to smoking cannabis at the Property (the alleged anti social behaviour on which the ground 11 and ground 14 cases are based) .
8. Mr Lancaster was unable to confirm if the Applicant had complied with the pre-action requirements referred to in Ground 12(4)(b), although he advised that there had been extended correspondence by the Applicant to the Respondent in respect of the alleged rent arrears, including within the email chain ending 17 March 2025, and correspondence sent after the application was lodged.
9. Mr Lancaster told the Tribunal that the rent arrears are now £1446.60.
10. Mr Lancaster told the Tribunal that the Property is mortgaged, but he was unable to confirm the monthly mortgage payments. He advised that the Applicant does not own any other rental properties and that since lodging the application she has been made redundant and now has a number of temporary part time jobs. She lives alone.
11. Mr Lancaster confirmed that the Applicant intends to sell the Property within the next three months.
12. Mr Lancaster advised that the Respondent had lived alone in the Property and was understood to be in employment. The Respondent had not, Mr Lancaster advised, provided any reasons for accruing the alleged rent arrears.

13. Mr Lancaster told the Tribunal that there had been protracted discussions between parties about the Respondent moving out of the Property as he had advised he had secured alternative accommodation. There had been several “false starts” but the Respondent had told the Applicant on 09 April that he would have moved out by 01 May and has since moved out and returned all the keys to the Property, with the exception of the key to the basement. Mr Lancaster told the tribunal that the Applicant has her own key to the basement and that the basement still has a number of items belonging to the Respondent within it.
14. Mr Lancaster read out, to the Tribunal, an email sent to the Respondent on 08 May 2026, in which it was stated that the Applicant considered that the tenancy had ended, but that the Respondent had agreed to continue to make payments until he had removed his belongings from the basement storage area. The email advised the Respondent that he may have no legal basis for storing his belongings there and that he had 30 days to remove his belongings from the basement.

Findings in Fact

15. The Applicant is the owner and landlord of the Property.
16. The Applicant intends to sell the property within the next three months.
17. The Respondent was the tenant of the Property until the tenancy was ended by mutual agreement when the Respondent moved out and returned keys to the Applicant.

Reasons for Decision

18. From the information provided with the application, and by Mr Lancaster at the hearing, the Tribunal was satisfied that the Applicant intends to sell the property within the next three months in terms of Ground 1. However, the tribunal did not consider it reasonable to grant an order for eviction in circumstances where the tenancy has already been ended by mutual agreement and the Respondent has already moved out of the Property.
19. The Tribunal noted the Applicant’s position that the Respondent had left belongings in the basement storage area but noted that, despite this, the Applicant had confirmed in writing to the Respondent she considered the tenancy has ended.
20. The Tribunal was not satisfied from the information provided with the application, or by Mr Lancaster at the hearing, that Grounds 11,12 or 14 had been established, and would have required further evidence to be provided to support those grounds. However, even if the grounds had been established, the Tribunal would have considered it unreasonable to grant an order for eviction for the reasons provided in paragraph 18 above. For that reason, notwithstanding the Tribunal’s inability to determine if those grounds had been established, the Tribunal felt able to make a decision in terms of Rule 17(4) to refuse the application at the CMD.

Decision

21. The Tribunal determined that it is not reasonable to grant an eviction order under any of the grounds sought, and refused the application.

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.

Lindsay Paterson

19th May 2026

Legal Member/Chair

Date