



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/25/5396 & FTS/HPC/EV/26/1518

Re: Property at 82C King Street, Crieff, Perthshire, PH7 3HB (“the Property”)

Parties:

Kingada Properties Ltd, Mr Tahir Ngada, 5 Fairhaven, Gold Hill North, Chalfont St Peter, Gerards Cross, Buckinghamshire, SL9 9JE (“the Applicant”)

Mr Ian Dunlop, 82C King Street, Crieff, Perthshire, PH7 3HB (“the Respondent”)

Tribunal Members:

Ms H Forbes (Legal Member) and Mr A Khan (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.

Background

1. These are two Rule 109 applications, received on 15th December 2025 (Grounds 11 and 14) and 7th April 2026 (Ground 12). The Applicant lodged a copy of a private residential tenancy agreement between the parties in respect of the Property, which tenancy commenced on 1st June 2024 at a monthly rent of £675, copy notices to leave with evidence of service, copy section 11 notices with evidence of service, photographs, email correspondence, pre-action correspondence and a rent statement.
2. Service of the applications and notification of a forthcoming Case Management Discussion was served upon the Respondent on 27th May 2026 by Sheriff Officers.
3. By email dated 9th June 2026, the Applicant lodged an updated rent statement showing arrears in the sum of £4725.

The Case Management Discussion

4. A Case Management Discussion (“CMD”) took place by telephone conference on 25th June 2026. Mr King, Director, was in attendance on behalf of the Applicant. The start of the CMD was delayed to allow the Respondent to join the call, but the Respondent did not attend.
5. The Tribunal considered the terms of Rule 29. The Tribunal determined that the requirements of Rule 17(2) had been satisfied, and it was appropriate to proceed with the application in the absence of the Respondent.
6. Mr King explained that there had been no issues at the start of the tenancy. The Property was kept in good condition initially. The Respondent has a partner who attends at the Property with a dog. This is in breach of clause 35 of the tenancy agreement. There are no other dogs in the building. The Respondent is allowing the dog to foul in a neighbour’s garden. The neighbour has had to go to the expense of fitting a gate for the garden. Mr King said he had witnessed the dog being allowed to foul in the garden with no effort to clear up after the dog. Mr King said he had discussed this with the Respondent, who said he can do what he wants to do. Mr King has emailed the Respondent to try to resolve matters in respect of the breach of tenancy, but the Respondent has not engaged. There is also a hamster or similar pet in the Property. Mr King said that is less of a concern.
7. Mr King said he visited the Property and found it to be in a poor state with evidence of the dog having scratched the walls and doors, and evidence of smoking.
8. The Respondent last paid his rent in November 2025, shortly after the first notice to leave was served. He has paid no rent since that date. Mr King said he has contacted the Respondent in an attempt to arrange a payment plan, but there has been no response from the Respondent. A family member approached the Respondent on two occasions, asking about the rent arrears, and the Respondent behaved aggressively towards the family member. Mr King said there has been a recent change in the demeanour and personality of the Respondent.
9. Mr King said the annual gas boiler service is due, but the Respondent has failed to respond to correspondence in this regard and failed to allow access.
10. Mr King said he believes the Respondent has shared care of a child aged 10 or 11. The Respondent is in employment. There are no outstanding repairs due to the Property. All repairs have been attended to. The Property had been newly renovated before the tenancy commenced.

Findings in Fact and Law

11.

- (i) Parties entered into a private residential tenancy agreement in respect of the Property which commenced on 1st June 2024 at a monthly rent of £675.
- (ii) The Applicant has served notices to leave upon the Respondent.
- (iii) The Respondent has failed to comply with their obligations under the tenancy agreement by keeping animals in the Property without the prior written consent of the Landlord, by failing to keep a dog under control to ensure it does not cause deterioration in the condition of the Property, and by failing to prevent the dog from causing nuisance to neighbours.
- (iv) The Respondent has failed to comply with their obligations under the tenancy agreement by smoking or permitting visitors to smoke tobacco or any other substance in the Property without the prior written consent of the Landlord.
- (v) The Respondent has accrued rent arrears.
- (vi) The Respondent has been in rent arrears for three or more consecutive months.
- (vii) The Respondent being in rent arrears is not as a result of a delay or failure in the payment of a relevant benefit.
- (viii) The Applicant has complied with the pre-action protocol.
- (ix) It is reasonable to grant an eviction order.

Reasons for Decision

12. 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 Respondent has kept animals in the Property without the prior written consent of the Landlord, failed to keep a dog under control to ensure it does not cause deterioration in the condition of the Property, and failed to prevent the dog from causing nuisance to neighbours.
13. Ground 12 of Schedule 3 of the Act provides that it is an eviction ground if the tenant has been in rent arrears for three or more consecutive months. The Tribunal may find that this applies if for three or more consecutive months the tenant has been in rent arrears 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 12 has been established.

14. In deciding whether it is reasonable to issue an eviction order, the Tribunal is to consider whether the tenant's being in arrears of rent over that period is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit. There was no evidence before the Tribunal that the Respondent was in rent arrears as a result of a delay or failure in the payment of a relevant benefit.
15. The Tribunal was not persuaded on the evidence before it that Ground 14 had been established. There was an insufficiency of evidence to support this ground.
16. In considering whether it was reasonable to grant the eviction order, the Tribunal considered the circumstances of both parties. The Applicant is suffering financial loss as a result of the failure to pay rent since November 2025. The Applicant is entitled to receive rent lawfully due. The Applicant is concerned about the condition of the Property as a result of the Respondent's failure to comply with the terms of the tenancy agreement.
17. The Tribunal took into account that there may be a child living in the Property, albeit under a shared care arrangement, who may be affected by the granting of an eviction order. However, the Respondent did not see fit to attend the CMD or make any representations to assist the Tribunal in considering the impact of an eviction order upon the child or the Respondent. The Tribunal considered that, if no order was granted, the Respondent is likely to continue breaching the terms of the tenancy agreement to the detriment of the Applicant, the Property and the neighbours. The Tribunal considered it likely that, if no order was made, the rent arrears, which are significant and rising, would continue to rise. The Respondent has disengaged, and the tenancy would appear to be unsustainable.
18. In all the circumstances, the Tribunal considered that a *prima facie* case in respect of reasonableness had been made out on behalf of the Applicant. It was incumbent upon the Respondent to attend or make representations to the Tribunal to indicate why an order should not be granted, and the Respondent failed to do so. The Tribunal considered it was reasonable to grant the order sought.

Decision

19. An eviction order in respect of the Property is granted. The order is not to be executed prior to 12 noon on 27th July 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**

25th June 2026