Housing and Property Chamber
First-tier Tribunal for Scotland

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/26/2624

Re: Property at 324 Mallard Crescent, East Kilbride, G75 8UQ ("the Property")

Parties:

LDK Properties Ltd, 4 Norman Macleod Crescent, Bearsden, G61 3BF ("the Applicant")

Mr Moaaz Bashir, 324 Mallard Crescent, East Kilbride, G75 8UG ("the Respondent")

Tribunal Members:

Evan Crainie (Legal Member) and Mary Lyden (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 in favour of the Applicant against the Respondent.

Background

1. By application dated 08 June 2026 ("the Application"), the Applicant sought an Eviction Order against the Respondent under Section 51 of the 2016 Act. The Ground relied on was Ground 11 of Schedule 3 to the Act, namely that the tenant has failed to comply with an obligation under the tenancy.

2. The Application was accompanied by copies of:
    a. Copy Private Residential Tenancy Agreement, commencing on 14 August 2025, with a monthly rent of £550;
    b. Copy Notice to Leave dated 01 May 2026 advising the Respondent that an application to the Tribunal for an eviction order would not be made before 01 June 2026 together with proof of sending to the Respondent;
    c. Copy notice under Section 11 of the Homelessness Etc. (Scotland) Act 2003 to South Lanarkshire Council being the relevant local authority;

d. “Summary of repairs” document by the Applicant setting out repairs carried out to the Property;
e. Photographs of the inside of the Property showing the condition, as well as the bins outside the Property; and
f. Correspondence from the Applicant to the Respondent.

3. On 16 September 2026, the Tribunal advised the Parties of the date and time of a Case Management Discussion (“CMD”).

The CMD

4. A CMD was held by means of a telephone conference call on 06 November 2026. The start of the CMD was delayed by 5 minutes to allow parties to attend. The Applicants were represented by Alison Kennedy. The Respondent was not present or represented.

5. The Tribunal confirmed, via certificate of intimation, that the Respondent had received notice of the CMD by way of sheriff officer depositing documentation through the letterbox of the Property. 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. The Tribunal asked questions of the Applicant’s representative with regard to the Application.

7. The Applicant’s representative confirmed that the Applicant wished to continue to seek an eviction order. The Respondent is not cooperating with the Applicant in any way; there isn’t much communication from him and rent arrears are now starting to accrue also. Those arrears currently sit at £1,330. Universal Credit is covering the majority of the rent but there is a £50 shortfall each month. Neighbours have made complaints to the Applicant about the Respondent.

8. The Respondent is said to have breached the tenancy agreement in various respects. The main breaches fell within the following categories:

<u>Clause 16 – Reasonable care</u>

a. The Respondent is said to have failed to maintain the Property in good order, wilfully damaging fixtures and fittings. Radiators are said to show signs of being tampered with resulting in them having to be replaced. The front door to the Property is said to have been damaged, with the lock removed resulting in no security. An internal door is said to have been removed from the door frame and used to prop up against the front door from inside the Property. Decorations are said to have been damaged with wood panelling being stripped from walls and some walls badly damaged, one with a large hole leaving electricity cables exposed.

Clause 19 – Access for repairs, inspections and valuations

b. The Respondent is said to have denied access on three occasions to the same contractor (damp surveyor). On the final of the three occasions the Applicant's representative attended to allow access with a spare key. This had been agreed with the Respondent. On arrival, there was no locking mechanism on the front door of the Property, with the door handle and lock barrel having been removed from the front door. The front door was blocked from opening by another internal door being wedged against it so access was unable to be taken.

Clause 20 – Respect for others

c. Along with the alleged damage/vandalism detailed above, carpets are said to have been taken up without permission and dumped outside of the Property. The Respondent is said to be unwilling to discuss matters in a civil manner, allegedly being abusive both verbally and physically.

9. The Applicant's representative advised that they had tried hard to assist the Respondent, as evidenced by the "Summary of Repairs" document as well as purchasing a new fridge/freezer for the Property and arranging for the hob in the Property to be replaced with a new one. The Respondent had made complaints regarding the Property quite soon after moving in. He had stated that the shower wasn't working along with one of the radiators. Both of these were replaced.

10. There were then complaints of water ingress into the Property from the property above it. The Property is in a block of flats that is factored by the local authority, so the Applicant had contacted them to make them aware of the water ingress. The local authority had sent a plumber to the property above the Respondent's, and the plumber had found no evidence of leaks down into the Property. The local authority had therefore tried to gain access to the Property on 3 occasions to investigate the alleged water ingress. Access was refused by the Respondent on all three occasions.

11. The Respondent had allowed heating engineers access on a few occasions but does not allow the Applicant's representative access. An attempt had been made to arrange access for an inspection by the Applicant's representative a couple of weeks ago, but the Respondent had refused access.

12. The Applicant's representative had sent a variety of correspondence detailing the various alleged breaches, culminating in the Notice to Leave being served.

13. The Tribunal asked various questions of the Applicant's representative in respect of the Respondent's personal circumstances. The Property is a one-bedroom flat. The Respondent is aged 40, not currently working, in receipt of

Universal Credit, lives in the Property alone and so far as the Applicant was aware, has no children. The Applicant stated that the Respondent did have some health issues and this was part of the reason that he was not working. The Applicant was unaware of the detail of the Respondent's health issues.

14. The Applicant was also unaware if the Respondent was engaging with the local authority in respect of social housing. The Applicant's representative had contacted the Respondent a couple of weeks ago when trying to arrange access and had made him aware of the CMD today, so he was aware of it.

15. The Applicant had sought a reference from an external company in respect of the Respondent, and this had returned a "normal risk" rating for the Respondent.

16. In terms of the Applicant's circumstances, the Applicant owns and rents out 40 properties in total. This is organised and managed by Mrs Kennedy herself, there are no other staff.

Findings in Fact

17. From the Application, the written representations and the CMD, the Tribunal made the following findings in fact:
    a. The Applicant is the owner and registered landlord of the Property;
    b. There is a private residential tenancy in place between the Parties, which commenced on 14 August 2025;
    c. On 1 May 2026, the Applicant validly served a Notice to Leave citing Ground 11 on the Respondent by email, as provided for in the tenancy agreement;
    d. The Respondent has failed to comply with various obligations of his tenancy agreement; and
    e. The Applicant sent the Respondent numerous emails warning him that he was in breach of various aspects of his tenancy agreement before making the eviction application.

Issue for the Tribunal

18. The issue for the Tribunal was to determine whether or not to grant the Order sought.

19. The Ground on which the Application proceeds is Ground 11 which states:

"Breach of tenancy agreement
(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.

(3) The reference in sub-paragraph (2) to a term of the tenancy does not include the term under which the tenant is required to pay rent."

20. The Tribunal was satisfied that Ground 11 had been met by reason of the evidence provided by the Applicant.

21. Therefore, the statutory ground and procedure being established, the issue for the Tribunal was to determine if it is reasonable to grant the Order. The Tribunal took the view that it had sufficient information to make a decision on reasonableness and so proceeded to determine the Application.

Decision and Reasons for Decision

22. The Tribunal were addressed at the CMD, had explored all of the issues and did not consider that, in the circumstances of this case, an Evidential Hearing would serve any further purpose. The Applicant's representative did not oppose the making of a decision at the CMD.

23. Rule 17 of the Rules provides that the Tribunal may do anything at a CMD which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to decide the Application without a Hearing.

24. The Tribunal gave careful consideration to all of the background papers including the Application and supporting documentation, the written representations lodged on behalf of the Applicant, and the oral information and submissions provided by the Applicant's representative at the CMD.

25. The Tribunal approached the issue of reasonableness in accordance with the case of *Barclay v Hannah 1947 SC 245* whereby the Tribunal was under a duty to consider the whole facts and circumstances in which the Application was made.

26. The Tribunal found the evidence of the Applicant's representative to be credible and well supported by the documentation and photographs which were submitted. It noted that the Applicant's representative had clearly tried to support the Respondent to address the various issues which had arisen during his tenancy. She had shown considerable patience, having raised these issues with him on a number of occasions. It was clear that the Applicant's behaviour was also causing distress and inconvenience to his neighbours due to the complaints received. The ongoing situation was clearly also causing distress to the Applicant's representative herself.

27. In the absence of any written representations by the Respondent, and his lack of attendance at the CMD, the Tribunal was only able to consider the limited information about his circumstances which the Applicant was able to provide. It noted that the Respondent had not opposed the application.

28. Having carefully considered the evidence and all of the circumstances, the Tribunal determined that on balance it was reasonable to grant an eviction order. It gave particular weight to the fact that the Respondent had not opposed

the application, and to the impact of his failure to comply with his obligations under the tenancy on both his neighbours and the Applicant. While the Application was not made on the basis of Ground 12, the Tribunal did consider it appropriate to have regard to rent arrears in determining the issue of reasonableness of an order for eviction. The Tribunal was advised that rent arrears now amounted to £1,330. That is in excess of 2 months rental payments.

29. The Tribunal's decision was unanimous.

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.

Evan Crainie

Evan Crainie	**06.11.2026**
Legal Member/Chair	**Date**