



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

Chamber Ref: FTS/HPC/EV/25/2824

Re: Property at 25 Lomond Place, Irvine, KA12 9PF (“the Property”)

Parties:

Mr David Ian Glasgow, 1 The Fort, Helens Bay, Bangor, BT19 1PU (“the Applicant”)

Miss Ainsley Montgomery, 25 Lomond Place, Irvine, KA12 9PF (“the Respondent”)

Tribunal Members:

Lauren Rae (Legal Member) and Angus Lamont (Ordinary Member)

Decision (in absence of the Applicant)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) refused the application for an order for eviction.

Background

1. By application dated 1 July 2025, the Applicant sought an order to evict the Respondent from the Property in terms of Rule 51 of the Private Residential (Tenancies) (Scotland) Act 2016 (“2016 Act”) under ground 1 of schedule 3 (the Landlord intends to sell the Property).
2. The application was accompanied by:-
 - (i) a copy of the tenancy agreement,
 - (ii) section 11 notice dated 1 July 2025;
 - (iii) Notice to Leave dated 29 October 2024 and evidence of service on the Respondent via email.
 - (iv) and an (incomplete) copy of a letter from Aberdeen Considine dated 8 May 2025 which was said to enclose a copy of a calling up notice issued by the Applicant’s lender. Only the first page of the letter from

Aberdein Considine was produced and there was no copy of a calling up notice.

3. The application was accepted by the Tribunal for determination on 26 September 2025.
4. A case management discussion (“the first CMD”) was fixed for 16 March 2026 and appropriate notice given to both parties. Due to telephony issues, the first CMD was adjourned to 22 April 2026 at 2pm and a direction issued requiring:-

“The Applicant is required to provide:

1. Proof of the Applicant’s intention to sell the property in the form of a contract with a solicitor or estate agency or a recently completed home report.
2. A submission regarding the up to date position with repossession of the property by the lender.
3. Confirmation that the email address used for the Respondent to serve the notice to leave was a current email address, given the tenancy agreement does not have an email address for the Respondent.

The Respondent is required to provide:

1. Details of her objection to the eviction being granted and any information she can provide to enable the tribunal to decide on the reasonableness of the eviction application.”
5. The Direction required parties to produce the requested information no later than close of business on 30 March 2026.
6. The Respondent complied with the tribunal’s direction and lodged a written submission setting out her objection to eviction on the grounds that to do so would be unreasonable.
7. The Applicant did not comply with the tribunal’s direction and failed to produce the information requested at paragraphs (1), (2) and (3) of the tribunal’s direction.

Case Management Discussion (“CMD”)

8. The CMD took place by teleconference on 22 April 2026 at 2pm. The tribunal was satisfied that both parties had received appropriate notice of the date and time of CMD.
9. The Respondent attended the CMD and the tribunal explained the purpose of the CMD and that the tribunal had the power to determine the matter at the CMD.

10. There was no attendance by or on behalf of the Applicant. On 21 April 2026 at 15.29, the Applicant's letting agent, Meaghan McDermid, Hove Lettings emailed the Tribunal in the following terms:-

"I write to confirm ahead of tomorrow's hearing date for the above address I will be unable to attend on behalf of the applicant, Mr Ian Glasgow. Please accept my apologies. Mr Glasgow's position remains the same, he is seeking an order of eviction as the lender, Siberite Mortgages, have a decree for possession. He initially intended to sell the let property on vacant possession and notice was served on this basis, but this has now been taken out of his hand with the lenders seeking action also. He will surrender the property if successful. Mr Glasgow is to provide an update on the lenders current position which I am hopeful to receive by email this evening and will forward on asap. In the meantime, I have attached an email from Aberdeen Considine to myself looking for information on behalf of the lender confirming their position. I will also ensure the respondent is circulated a copy of this email today, so they are aware of the update."

11. Attached to the email from the Applicant's letting agent was an email from Chloe Imrie, Senior Solicitor, Aberdeen Considine dated 3 December 2025 which stated, in terms, that the Applicant's lender had obtained a decree for recovery of possession of the Property and sought a copy of the tenancy agreement between the Applicant and Respondent so that the lender could take steps to serve notice on the Respondent.
12. The tribunal enquired with the Respondent as to whether she had received any communications from the Applicant's lender or a notice to leave. She advised that she had not. She had tried to speak to the lender but they had declined to speak with her as she was not the account holder. The Respondent advised that she continued to pay rent in a timely manner. She adopted her written representation and opposed the order for ejection. The Respondent is a single mother to 3 children aged 13, 6 and 4. She is in employment. The Property is located within proximity to her mother, whom she relies upon for childcare support and with whom, she shares a vehicle. The Property is located within proximity to her children's respective schools. Her children were settled at their schools and participated in several local extra-curricular activities. She had been in contact with the local authority, who had advised her that there was a shortage of available properties to meet her needs and in the event of her eviction, she and her children would likely be housed in temporary accommodation and out with the area where she currently resides. This would create issues for her in terms of her employment, the children's schooling and family support. The Respondent had attempted to contact the Applicant and the Applicant's lender to ascertain whether they would be prepared to sell the property with a sitting tenant. She had received no response to those enquiries.

Findings in Fact

13. The Applicant and the Respondent entered into a private residential tenancy for the Property dated 12 October 2021.

14. The rent is £425 per calendar month.
15. The Applicant's letting agent issued a notice to leave to the Respondent dated 29 October 2025 by email. The ground for eviction was ground 1 of schedule 3 (Landlord intends to sell the property)
16. At a date unknown between the Application being lodged and the CMD, the Applicant's Lender had been granted an order for repossession of the Property.
17. As at the CMD on 22 April 2026, the Applicant was not entitled to sell the Property in terms of ground 1(2)(a) of schedule 3 of the 2016 Act.

Reasons for Decision

18. Rule 29 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("2017 Rules") states:-

"If a party or party's representative does not appear at a hearing, the First-tier Tribunal, on being satisfied that the requirements of rule 24(1) regarding the giving of notice of a hearing have been duly complied with, may proceed with the application upon the representations of any party present and all the material before it."

19. The tribunal was satisfied that the Applicant had been given notice of the CMD in terms of rule 24.1 of the 2017 Rules. No explanation was offered by the Applicant or the Applicant's letting agent for the non-attendance.

20. In accordance with Rule 29, the Tribunal resolved to proceed with the application upon the basis of the representations by the Respondent (both written and oral) and the material before it including, in particular, the email from the Applicant's letting agent dated 21 April 2026 advising that the Property had been repossessed by the Applicant's lender.

21. Ground 1 of Schedule 3 of the 2016 Act states:

"(1) It is an eviction ground that the landlord intends to sell the let property.

(2) The First-tier Tribunal may find that the ground named by subparagraph (1) applies if the landlord—

(a) is entitled to sell the let property,

(b) intends to sell it for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it, and

(c) the Tribunal is satisfied that it is reasonable to issue an eviction order on account of those facts.

(3) Evidence tending to show that the landlord has the intention mentioned in sub-paragraph (2)(b) includes (for example)—

(a) a letter of engagement from a solicitor or estate agent concerning the sale of the let property,

(b) a recently prepared document that anyone responsible for marketing the let property would be required to possess under section 98 of the Housing (Scotland) Act 2006 were the property already on the market.”

22. The tribunal accepted the Applicant's letting agent's written representation dated 21 April 2026 that the Property had been repossessed by the Applicant's lender. That representation aligned with:-

- (i) the Respondent's understanding that the Property had been repossessed
- (ii) the incomplete letter from Aberdeen Considine dated 8 May 2025 which purportedly enclosed a calling up notice; and
- (iii) the email from Aberdeen Considine dated 3 December 2025 which advised the Applicant's letting agent that the lender (Siberite Mortgages Limited) was in possession of a decree for repossession for the Property from the Sheriff Court.

23. On the balance of probabilities, the tribunal concluded that as at the date of the CMD, the Applicant did not have right nor title to seek an eviction order standing the Property having been repossessed by the Applicant's lender. In terms of ground 1 (2)(a) of the 2016 Act, the Applicant is not entitled to sell the Property.

24. Separately, the Applicant had produced no evidence showing or tending to show his intention to sell the Property in terms of Ground 1(2)(b), such as a letter of engagement from a solicitor or estate agent. To compound matters, the Applicant had failed to comply with the tribunal's direction dated 16 March 2026 paragraph (2) which required him to lodge evidence of his intention to sell.

25. But for the tribunal's decision in respect of ground 1(2)(a) and (b) and had the tribunal required to consider the reasonableness of granting an eviction order, the tribunal did not have sufficient information available to it to determine the

question of reasonableness in terms of ground 1(2)(c) without further information from the Applicant. Prima facie, the Respondent's written submission supplemented by her oral submission at the CMD (as summarised at paragraph 12) demonstrated that the question of reasonableness was a live one and a hearing would have been required.

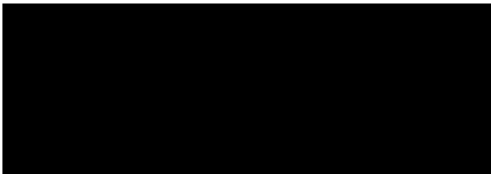
26. The decision of tribunal was unanimous.

Decision

The tribunal refuses the order for eviction.

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.



22/04/2026

Legal Member/Chair

Date