

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 33 of the Housing (Scotland)
Act 1988**

Chamber Ref: FTS/HPC/EV/25/1938

Re: Property at 8 Eastfield Place, Joppa, Edinburgh, EH15 2PL (“the Property”)

Parties:

**Ved Parkash t/a KK Property, 2 Granton Road, Edinburgh, EH5 3QH (“the
Applicant”)**

**Harvinder Pal Kaur, 8 Eastfield Place, Joppa, Edinburgh, EH15 2PL (“the
Respondent”)**

**Tribunal Members: Shirley Evans(Legal Member) and Sandra Brydon (Ordinary
Member)**

Decision (in absence of the Applicant)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the application be dismissed.**

Background

1. This is an application for an order for possession on termination of a short assured tenancy in terms of rule 66 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”). The tenancy in question was said to be a Short Assured Tenancy of the Property by the Applicant to the Respondent commencing on 1 August 2011 (though the nature of the Respondent’s occupancy was one of the disputes between the parties).
2. The application relied upon a Notice to Quit and notice in terms of section 33 of the Housing (Scotland) Act 1988, both dated 30 January 2025. These provided the Respondent with notice (respectively) that the Applicant sought to terminate the Short Assured Tenancy and have the Respondent vacate, each by 1 April 2025. Evidence of service of the said notices by Sheriff Officer on 30 January 2025 was included with the application.

3. The matter called for a Case Management Discussion (“CMD”) by way of telephone conference call, on 18 November 2025 the Applicant was represented by Duncan Hamilton, solicitor, ELP Arbuthnott McClanachan. The Respondent was present personally. She had requested in advance the assistance of an interpreter in Punjabi. Mrs Eirm was sworn in as interpreter.
4. After hearing submissions from both parties, the Tribunal determined that the matter should be continued to a further in person CMD and identified issues that were not capable of resolution at the CMD namely:-
 - i. The Respondent says that she has been paying rent. The Applicant claims there are arrears but has not provided a rent statement.
 - ii. In regard to reasonableness, the Applicant relies on his own financial problems which are not vouched.
 - iii. The Applicant’s solicitor had no instructions on a subsequent tenancy agreement dated 1 August 2022, the first and last pages of which had been produced at the CMD during a brief adjournment. He was accordingly unable to address the Tribunal as to whether the 2022 tenancy agreement was a PRT or as to how the 2011 Short Assured Tenancy which forms the basis of the Notice to Quit and the Section 33 Notice and the current action is said to remain in place between the parties.
 - iv. The Applicant’s August 2023 letter, which had also been produced by the Respondent during the adjournment refers to the Respondent being in occupancy since 2005. Accordingly, the nature of the Respondent’s occupancy prior to 1 August 2011 was unclear particularly as the Respondent had submitted during the CMD that she was married to the Applicant, that he had provided the Property for her to live in and that he had told the Respondent that the Property was “hers to keep”. The Tribunal was also unclear as to whether the Short Assured Tenancy was valid if the Respondent occupied the Property prior to the AT5 (which is dated 2 June 2011).
5. The Tribunal also issued a Notice of Direction on 18 November 2025 to both parties to produce documentation and submissions in support of their respective positions in light of the submissions and developments during the CMD. The Tribunal required the Applicant to lodge his documents and submissions by 16 December 2025 and the Respondent by 13 January 2026.
6. On 2 December 2025 Mr Hamilton, the Applicant’s solicitor, emailed the Tribunal to advise that he was no longer instructed by the Applicant and that all future correspondence should be sent to him directly. He confirmed he had passed on the Tribunal’s most recent correspondence to the Applicant, including the Note from the Case Management Discussion and the Tribunal’s Direction. A copy of this email was forwarded to parties on 10 December 2025.
7. In response to the Tribunal’s Direction on 30 January 2026 the Respondent lodged submissions that she had known the Applicant since 2001 during which time she was in a personal relationship with him. She submitted that in 2005 he bought the Property for her to live in. At that time, he asked her to sign documents, but to the best of her understanding there was no lease, nor was there any discussions that she would have to pay the Applicant any rent. The

Respondent further submitted the Applicant lived with her in the Property on and off over a number of years, regularly stayed with her overnight as her partner and left in the morning to go to work or return to his family home. She submitted that in 2007 she became aware of correspondence from the Council indicating that approximately £1000 was being paid into the Applicant's bank account which appeared to relate to rent of the Property. She believed the Applicant was claiming housing benefit and when she asked him about this, he was unable to provide her with an explanation. He continued to re-assure her the Property was hers. She made further submissions regarding their relationship and that the Applicant mentally, physically and financially abused her as a result of which her mental health has suffered. She submitted she had maintained and repaired the Property over the years.

8. The Respondent further provided various letters to show that the Applicant used different identities, the full 2022 tenancy agreement, letters to show the Applicant had purchased a Ford Galaxy car for her and a V5C Form from DVLA showing her ownership of the car. She also produced further evidence in Punjabi which she claimed was Land Registry documentation from India from 2006 which showed a property there was held in joint names and which declared she was his legal wife.
9. The Tribunal assigned a continued CMD to proceed on 9 February 2026 by way of teleconference call and intimated the date on parties on 22 January 2026. This was subsequently postponed to allow an in-person CMD to proceed.
10. The Tribunal thereafter assigned an in-person CMD to proceed on 15 June 2026. On 15 May 2026 the Tribunal intimated the date of the continued in person CMD by letter to both parties.

Continued Case Management Discussion

11. The continued CMD proceeded at George House, 126 George St, Edinburgh, EH2 4HH, on 15 June 2026 at 10am. The Respondent appeared personally. She was supported by her son. There was no appearance by or on behalf of the Applicant. The Tribunal was satisfied the Applicant had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in his absence.
12. The Respondent had requested in advance the assistance of an interpreter in Punjabi. Ms Hafeez was sworn in as interpreter.
13. Through the interpreter, the Respondent repeated the submissions she had made at the CMD on 18 November 2025 and in her written submissions. At times she was very emotional and visibly upset. She advised the Tribunal that she had been in a personal relationship with the Applicant since about 2001,

that she was his second wife, that he had bought the Property in 2005 for her to live in, that there had never been any mention that she was a tenant or was required to pay rent to him, that she had discovered in 2007 that he was being paid £1000 a month for “rent” for her from the Council and of which she had no knowledge of. Prior to her moving into the Property in 2005 she had lived in Council property in Lochend. The Applicant told her the Property was hers. She lived there with her two children as the Applicant’s second wife. He also bought a property in India in both their names which was sold in 2020 as he advised her he needed to use the money in the UK. She was no longer married to the Applicant and they are no longer in a relationship. She works as a beautician and very much views the Property as her home. Rent is now being paid through Universal Credit.

Reasons for Decision

14. The Tribunal considered the issues set out in the application, the Respondent’s written submissions, the documents lodged by both parties, including the tenancy agreements. Further the Tribunal considered the oral submissions made by the Respondent at the CMD and the terms of the Note from the CMD from 18 November 2025.
15. This matter was clearly a very difficult and emotive one for the Respondent. Despite that, the Respondent had fully engaged with the Tribunal throughout. On the other hand, the Applicant had not engaged with the Tribunal since his solicitor had intimated he was no longer instructed by the Applicant on 2 December 2025. Over six months had passed since then without any engagement from the Applicant.
16. The Applicant had received a copy of the Note of the CMD from 18 November 2025 which clearly set out the unresolved issues in relation to his application and in particular the basis of the Respondent’s occupation between 2005-2011 prior to any tenancy agreement being signed in 2011, whether that tenancy agreement in 2011 was indeed a Short Assured tenancy agreement and the effect of the tenancy agreement dated 1 August 2022. It is for the Applicant to satisfy the Tribunal on these matters.
17. The Applicant has not produced any subsequent submissions in support of his application as he was required to do after the CMD on 18 November 2025 to address the issues identified. By doing so the Tribunal is left in the same position as it was then, namely with a number questions as to the basis of the Respondent’s occupancy of the Property. The Applicant has not satisfied the Tribunal that the Respondent is a tenant under a Short Assured tenancy.
18. Even had the Tribunal been able to find that there was a valid Short Assured Tenancy in existence which with the production of the 2022 tenancy agreement cast doubt on that, the Tribunal would also have to be satisfied that it was reasonable to evict. The mandatory right to evict a tenant under a Short Assured tenancy has been repealed. Despite the submissions made on

behalf of the Applicant of rent arrears at the CMD on 18 November 2025 there was no evidence of that. There was no evidence of the Applicant's property portfolio or that he was under pressure to sell the Property from the Royal Bank of Scotland as submitted on his behalf of the CMD on 18 November 2025. The Tribunal had no information before it which would have allowed it to make a decision on reasonableness in favour of the Applicant even had it been satisfied there was, as a matter of fact and law, a valid Short Assured tenancy.

19. The Applicant has given no indication to the Tribunal that he wished to proceed with the application. His failure to comply with the Notice of Direction and his failure to appear at the CMD leads the Tribunal to conclude that he no longer wishes to proceed with the application.

Decision

20. In the circumstances, the Tribunal dismissed the application in the absence of the Applicant. The decision of the Tribunal 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.

Shirley Evans

17 June 2026

Legal Chair / '

Date