



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/EV/25/1779

Re: Property at Mount Cottage, Aberuthven, Auchterarder, PH3 1EF (“the Property”)

Parties:

Mr Marc Haggart, Tigh Na Bheg, Dunning, PH2 0RW (“the Applicant”)

Ms Patricia Bryson, Mount Cottage, Aberuthven, Auchterarder, PH3 1EF (“the Respondent”)

Tribunal Members:

Virgil Crawford (Legal Member) and Sara Hesp (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

BACKGROUND

1. By lease dated 29 and 30 September 2014 the Applicant let the Property to the Respondent. Despite the date of signing of the tenancy agreement, the initial period of let was from 27 September 2014 until 27 March 2015.
2. No Form AT5 was served upon the Respondent prior to the signing of the tenancy agreement. The tenancy is, accordingly, an assured tenancy in terms of the Housing (Scotland) Act 1988 (“the 1988 Act”).
3. On 23 October 2024 a Notice to Quit and a Notice in terms of s19 of the 1988 Act – commonly referred to as a form AT6 – was served upon the

Respondent. The form AT6 referred to ground 1 of Schedule 5 of the 1988 Act as being the ground of eviction – the landlord intends to occupy the Property.

4. The Applicant previously resided in the Property between 2000 and 2010.
5. The Applicant had not given notice in terms of ground 1 of schedule 5 of the 1988 Act to the Respondent prior to the commencement of the Tenancy that this ground of eviction may be relied upon and, in the circumstances, seeks that the Tribunal dispenses with the requirement for said notice.
6. The Applicant has separated from his wife and removed himself from the former matrimonial home. He now wishes to occupy the Property as his principal residence.
7. The Applicant lodged an affidavit with the Tribunal outlining the background of his ownership of the Property, his current personal circumstances and his need to occupy the Property.

CASE MANAGEMENT DISCUSSION ON 11 NOVEMBER 2025

8. A Case Management Discussion was held on 11 November 2025. The Respondent did not participate in the Case Management Discussion. The Tribunal dispensed with the requirement for notice to have been given in terms of ground 1 of schedule 5 of the 1988 Act for this ground to be relied upon. The Tribunal also determined that the basis of ground of eviction had been established but that the issue of reasonableness still fell to be determined. The Tribunal subsequently granted an order for eviction.
9. As the Respondent was not present nor represented at the Case Management Discussion an application to recall the decision of the Tribunal was presented and granted. A hearing was subsequently assigned to be conducted on 8 May 2026.

HEARING ON 8 MAY 2026

10. The Applicant attended the Hearing by teleconference. He was represented by Mr Faulds of Thorntons Law. The Respondent did not participate personally but was represented by Mr S Holt.
11. Mr Faulds moved the Tribunal to grant an order for eviction under ground 1 of schedule 5 of the 1988 Act on the basis the Applicant previously occupied the

Property and now wishes to occupy it again as his principal home. Mr Holt on, behalf of the Respondent, opposed the Application.

12. Mr Holt pointed out that steps were initially taken to have the Respondent leave the Property in 2022. At that stage the Applicant said he was wishing to sell the Property. Mr Holt advised that the Respondent has been ill. She has undergone heart surgery. When recovering from that she fell and broke her femur. He also intimated to the Tribunal as he understood it, the Property had been let out to someone else before it had been let to the Respondent. He mentioned this as he appeared to be under the belief that, if that was so, the ground of eviction being relied upon could not be used. The Tribunal pointed out that the ground relied upon required the Applicant to have occupied the Property as his home at any point prior to the tenancy commencing.
13. Mr Holt again highlighted that in 2022 there was a request that the Respondent vacate the Property as the Applicant wished to sell but he is now saying he wishes to occupy the Property. Mr Holt, however, accepted that, over a period of time, with changing circumstances, the Applicant's intentions for the Property can change also.
14. In relation to the health of the Respondent Mr Holt advised that the Respondent had undergone a triple heart bypass. It is understood that was in 2022.
15. Mr Holt advised that the Respondent is housebound. He advised, however, that the Respondent will not be housebound permanently, but she is temporarily.
16. He advised that the Respondent fell over a cat and broke her hip. That was about 2 years ago.
17. He advised that he and the Respondent's son both have been looking for suitable alternative accommodation for the Respondent. They have not, however, found anything suitable within her price range.
18. Mr Faulds advised the Tribunal that the Respondent's son, Colin Bryson, had forwarded an email during August 2025 advising that the Property was no longer suitable for the Respondent.
19. Contrary to what had been suggested in written submissions by the Respondent's representative, the Applicant does not own nor let any other Property. He is currently renting a property himself to live in.

20. Mr Holt accepted that he was unable to contradict the information from the Applicant to the effect that he previously occupied the Property as his own home prior to it being let.
21. While Mr Holt made various comments about the history of the proceedings, he did not make any submissions which suggested it was not reasonable to grant an order for eviction. Indeed, he confirmed he, and the Respondent's son, had been looking for alternative accommodation.
22. In relation to dispensing with the requirement for Notice to have been given of the possibility of using the ground prior to the lease being executed, the Tribunal noted this requirement had been dispensed with previously, but that decision had been recalled.
23. Mr Faulds moved the Tribunal to again dispense with the necessity of advance notice pointing out that the proceedings have been ongoing or some time. The Tribunal noted also, however, that a form of notice was given within the lease. The lease was a template used for English leases under the Housing Act 1988, as opposed to the Housing (Scotland) Act 1988. The lease contained a provision stating
- "Notice is hereby given that possession might be recovered under Ground1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home, or intends to occupy the Property as his or her only or main home."*
24. While, not being notice specifically in terms of the 1988 Act, a form of notice had been given. Mr Holt, on behalf of the Respondent, did not make any submissions in relation to this matter.

FINDINGS IN FACT

25. The Tribunal found the following facts to be established:-
- a. The Applicant purchased the Property in 2000. He thereafter lived in the Property from 2000 until 2010.
 - b. After the Applicant ceased occupying the Property in 2010 the Property was let to other persons, most recently being let to the Applicant in September 2014.
 - c. The lease was in the form of an English template for an assured shorthold tenancy agreement under the Housing Act 1988. The lease contained a provision as follows:-

“Notice is hereby given that possession might be recovered under Ground1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home, or intends to occupy the Property as his or her only or main home.”

- d. The Applicant served a Notice to Quit and a Notice in terms of s19 of the 1988 Act upon the Respondent on 23 October 2024. The Notice in terms of 19 of the 1988 Act intimated that recovery of possession was sought as the Applicant previously occupied the Property and wished to occupy the Property as his main home.
- e. The Applicant has separated from his partner. The Applicant is currently renting accommodation.
- f. The Applicant intends to occupy the Property as his main home again.
- g. The Respondent is approximately 78 years of age. She has health difficulties.
- h. Her son previously advised the Applicant that the Property was no longer suitable for the Respondent having regard to her physical health and needs.
- i. The Respondent’s son and the Respondent’s representative, Mr Holt, have been actively attempting to secure suitable alternative accommodation for her.

REASONS FOR DECISION

- 26. In relation to dispensing with the requirement to provide notice of the ground of eviction prior to the commencement of the tenancy, having regard to the terms of the tenancy agreement and, separately, the length of time the proceedings have been ongoing, the Form AT6 served upon the Respondent on 23 October 2024 again referring to the ground, the Tribunal determined it was appropriate to dispense with the requirement for notice to have been given in advance of the tenancy agreement being executed.
- 27. Thereafter, while Mr Holt made various representations to the Tribunal, the representations related to the manner in which he claimed the Respondent had been dealt with by the Applicant rather than submissions which suggested that it was not, in fact, reasonable for an eviction order to be granted. While referring to various health matters affecting the Respondent, he did not suggest these would prevent her from obtaining alternative accommodation. Indeed, Mr Holt advised the Tribunal that he, and the Respondent’s son, have actively been looking to secure alternative accommodation from the Respondent.

28. The Tribunal had an affidavit from the Applicant detailing his history of ownership of the Property, his previous lengthy residence within the Property, his recent change of circumstances following the end of a personal relationship and his need to occupy the Property again due to his current personal circumstances. He confirmed also that, contrary to a suggestion made on behalf of the Applicant, he did not own any other property he could live in.

29. Having considered the evidence in support of the Applicant's position, which was not challenged by the Respondent, apart from an incorrect suggestion that the Applicant perhaps had another property he could occupy, and also the information provided on behalf of the Respondent, which did not, in fact, suggest that it was unreasonable that an eviction order be granted and, separately, confirmed alternative accommodation was being sought, the Tribunal determined that it was reasonable that an order for eviction be granted.

DECISION

The Tribunal granted an order against the Respondent for possession of the Property under section 18 and ground 1 of Schedule 5 of the Housing (Scotland) Act 1988.

Order not to be executed prior to 12 noon on 26th June 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.

8th May 2026

Legal Member/Chair

Date