

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 Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”)

Chamber Ref: FTS/HPC/EV/26/1040

Re: Property at 1/1 3 St Georges Terrace, Horsewood Road, Bridge of Weir, PA11 3BA (“the Property”)

Parties:

Mr Neil Gillespie, Stonebyres, Corsliehill Road, Houston, PA6 7HN (“the Applicant”)

Ms Eilidh MacDonald, 1/1 3 St Georges Terrace, Horsewood Road, Bridge of Weir, PA11 3BA (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member) and Helen Barclay (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order should be granted against the Respondent in favour of the Applicant.

1. An application lodged on behalf of the Applicant was received by the Housing and Property Chamber (“HPC”) on 05 March 2026. The application was submitted under Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The Applicant seeks an eviction order in terms of Section 51 and ground 1 of Schedule 3 of the 2016 Act. Submitted with the application was a tenancy agreement, Notice to Leave with evidence of service, Section 11 notice to the local authority with relative email, and evidence to support a proposed sale of the Property. Also lodged was an email authorising representation on behalf of the Applicant. The application was accepted on 12 May 2026.
2. A copy of the application was served on the Respondent at the Property by Sheriff Officers on 11 August 2026. Both parties were notified that a case

management discussion (“CMD”) would take place by teleconference call on 08 October 2026 at 2.00pm and that they were required to participate. The Respondent was invited to submit written representations in response to the application by 29 August 2026. No written representations were received from parties in advance of the CMD.

3. The CMD took place on 08 October 2026 by telephone conference call. The Applicant was not present but was represented by Mr Barry Lind of Lind Letting Ltd, Bridge of Weir. The Respondent was not present. Mr Dan Lockyer of Renfrewshire Citizens Advice Centre was present and represented the Respondent.

Summary of Discussion at CMD

4. The Tribunal made introductory comments and referred to the preliminary matter of late representation for the Respondent. Mr Lockyer stated he had been instructed by the Respondent very recently and explained the reason for the Respondent’s absence. Mr Lockyer stated he had met with the Respondent to discuss the application and she had been distressed, struggling with a set of tragic circumstances that had occurred during the previous week including a family bereavement as a consequence of a car accident on 30 September 2026 and thereafter the admission to hospital on 03 October 2026 of a close family member who had travelled to assist the Respondent and her two children. As requested, Mr Lockyer emailed the Mandate signed by the Respondent on 07 October 2026 authorising him to represent her in the housing and tribunal matters. The Tribunal then explained the purpose of the CMD and set out how it proposed the discussion to proceed, allowing Mr Lind an opportunity to comment upon Mr Lockyer’s statements. Mr Lind stated confirmed the Respondent’s two children resided in the Property with her, he was unaware of the recent tragic circumstances and expressed sympathy about the devastating news reported by Mr Lockyer.
5. The Tribunal noted the private residential tenancy agreement lodged had commenced on 01 November 2025, a short time before the Notice to Leave had been issued on 19 January 2026. Mr Lind stated the Applicant had rented the Property to a previous tenant for many years and that tenant had passed away. Mr Lind explained the Applicant then carried out works to the Property, obtained details from a solicitor/estate agent firm about a potential sale and requested Mr Lind’s view on how much he could potentially achieve if he were to sell. Mr Lind stated he had noted how much rent the Applicant had previously been receiving and during their discussions he told the Applicant he could achieve a much higher rent than he had done so under his last tenancy arrangement, Mr Lind indicating he felt he had persuaded the Applicant at the time to rent rather than proceed with the sale. Mr Lind stated the Applicant instructed him regarding the tenancy in October 2025. Mr Lind stated he regretted the outcome of his discussion with the Applicant as the Applicant had soon reconsidered and stated to Mr Lind that he wanted to sell the Property and this was why the Notice to Leave was served only a couple of months after the Respondent had moved into the Property which was a large, 2-bedroom, first floor flat. Mr Lind stated he had been paid a finder’s fee for matching the Respondent to the Applicant’s Property, he did not manage

the Property, however he had returned that fee to the Applicant and had agreed to represent him regarding the present proceedings. Mr Lind stated the Applicant was the type of man that would liaise with people face to face or over the phone and he had had to explain to the Applicant that the process could take some time through the Tribunal. Mr Lind stated the Applicant had told him who at Cochran Dickie, estate agents, he had been dealing with regarding his intention to sell and they had provided the valuation appraisal included in the application papers. Responding to the Tribunal, Mr Lind stated he had sent the Section 11 Notice directly to a homelessness officer he regularly liaises with at the local authority and clarified an email amongst the papers had been sent by the Applicant's business colleague Ms Watt.

6. Mr Lockyer stated he had noted the Notice to Leave had been issued a short time after the Respondent and her children had moved into the Property on 01 November 2025. Mr Lockyer stated the Respondent had indicated to him that during the period of her occupation there had been some difficulties from the outset insofar as the windows in the Property were not wind or watertight and there were some damp/mould issues however it was appreciated Mr Lind may have a different position on that. Mr Lockyer stated the Respondent had approached the Applicant direct and he had sent a window fitter to the Property who is said to have indicated to the Respondent that the windows needed to be replaced and meanwhile he screwed shut all but one window in each room. Mr Lockyer explained the Respondent told him she had been operating a de-humidifier twenty-four hours per day. Mr Lockyer stated that on reviewing the application paperwork there was no difficulties in relation to same, and if the Tribunal were minded to grant the eviction order it was the Respondent's position that she would wish additional time be allowed to move out of the Property particularly given her circumstances. Mr Lind stated the Respondent was accepting of the position that she would be moving out, she did not want to continue to reside there, and had already been seeking to secure alternative accommodation elsewhere including via the local authority. Mr Lind stated the Respondent was approximately 45 years old, she is in receipt of benefits including universal credit and adult disability payment, and she resides in the Property with her two children, a teenager with autism and a three-year old. Responding to the Tribunal, Mr Lockyer did not know if the teenage child with autism attended a local school or a specialist school for children with additional support needs.
7. With regards the Applicant's circumstances, Mr Lind stated: the Applicant's wife Caroline passed away in excess of five years ago; the Applicant is approximately 65 years old, he has a son who resides with him and two daughters who reside elsewhere; The Applicant has his own business, NG Builders and NG Marine Ltd, and he used to have other rental properties but had sold these off over the years and is now looking towards retirement. Mr Lind stated he does not manage the Property for the Applicant; he had assisted the Applicant in relation to the set-up of the tenancy arrangement and was now representing him as he felt somewhat responsible for the interruption to the Applicant's plan to sell it. In relation to the issues mentioned by Mr Lockyer regarding the windows and the dampness, Mr Lind stated that was a matter of opinion, and explained there had been some issues gaining access to the Property for inspection including in

relation to the requisite Gas Safety check, the Applicant's business associate Ms Watt had contacted Mr Lind on the Applicant's behalf to say complaints had been received from the neighbours about the garden area being overgrown and a terrible smell at the flat and could he check the position, which he did and found a strong smell from cat litter trays. Mr Lind stated he had spoken to the Applicant that morning and he had indicated he would be agreeable to additional time for the Respondent and her children to move out of the Property but did not want that to drift beyond three months. In response to the Tribunal, Mr Lind stated the rent was always paid, he was uncertain on whether this was paid directly to the Applicant by Universal Credit but the rent was up to date.

8. The Tribunal allowed parties' representatives an opportunity to make further comment before it adjourned, the only comment made by Mr Lockyer to reiterate the Respondent was keen to find another property. Following the adjournment, the Tribunal re-convened however Mr Lockyer was not on the call therefore the clerk made efforts to contact him and Mr Lind was kept informed meantime. Mr Lockyer was able to reply to the clerk via email to explain he was experiencing difficulties with his laptop and offered apologies to the Tribunal. The Tribunal stated to Mr Lind that it had considered the application documents and the oral submissions on behalf of parties at the CMD in order to make a determination however, given the absence of Mr Lockyer for the Respondent, the outcome would be issued to parties in writing and sent to both representatives by email.

Findings in Fact

9. The Applicant is an owner of the Property in terms of the Land Certificate Title Sheet relative to the Property. The Applicant is presently the registered landlord for the Property.
10. The Applicant is the landlord and the Respondent is the tenant of the Property in terms of a private residential tenancy agreement which commenced on 01 November 2025.
11. The Applicant's representative served a Notice to Leave on the Respondent on 19 January 2026 by email on even date.
12. The Applicant engaged the services of Cochran Dickie, estate agents, in relation to valuation to market the Property for sale.
13. The Applicant is a widow and is aged approximately 65 years old.
14. The Respondent is approximately 45 years old and is in receipt of benefits, including universal credit and adult disability payment.
15. The Respondent has resided at the Property from the commencement of the tenancy arrangement and is still in occupation of the Property.
16. The Respondent resides in the Property with her two children, one teenager who is autistic and a three-year old.

Reasons for Decision

17. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since 01 November 2025.
18. The application was also submitted with a Notice to Leave sent to the Respondent on 19 January 2026, together with relative email establishing that the Notice served on even date. The Notice states that an application to the Tribunal is to be made on ground 1 (the landlord intends to sell the let Property) and an application will not be submitted for an eviction order before 19 February 2026.
19. The application to the Tribunal was made after expiry of the period specified in the Notice to Leave. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.
20. Section 51(1) of the 2016 Act states, *“The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.”*
21. Ground 1 of schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) 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 sub-paragraph (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 had 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 unchallenged documents submitted with the application.
23. In relation to Ground 1, the Tribunal is satisfied that the Applicant is entitled to sell the let Property. The Cochran Dickie market valuation appraisal document dated 05 March 2026 was said to be an excerpt follow-up of their appraisal discussed with the Applicant prior to Mr Lind’s involvement in October 2025, and was produced with the application. Ground 1 is therefore established.

24. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following:

- (a) The Applicant is approximately 65 years old and was widowed a significant number of years ago; he owns and operates his own business NG Building and NG Marine Limited and has been selling off assets over a number of years, in advance of retirement plans.
- (b) The Respondent is approximately 45 years old; and has two dependent children, one teenager with autism and a three-year old, who reside with her.
- (c) The Tribunal is satisfied that the Respondent is in receipt of benefits, including universal credit and adult disability payment.
- (d) The Tribunal is satisfied the Respondent approached agencies for advice regarding the present application and has been making inquiries about alternative accommodation, including from the local authority.
- (e) The Respondent has always paid her rent, and her rent is paid up to date.
- (f) The Respondent is not opposed to an eviction order being granted however would wish an additional period to enable her to deal with recent ongoing tragic circumstances and to obtain alternative accommodation for her and her family to move into.
- (g) It is within judicial knowledge that support processes regarding alternative accommodation are prioritised by local authorities when a tenant is subject to an eviction order.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act, that ground 1 has been established. For the reasons outlined in paragraph 24, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction, but determined additional time be allowed to the Respondent for the family to deal with recent bereavement/health issues of family members and to secure alternative accommodation, with assistance of priority housing and emotional/welfare supports, if/as necessary.

Decision

The Tribunal determines that an eviction order should be granted against the Respondent, with the earliest date of eviction in said order stated as 18 January 2027.

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.

Elaine Paton

Elaine Paton, Legal Member

08 October 2026