

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 (“the 1988 Act”) and Rule 66 of The First-tier Tribunal for Scotland Housing and Property Chamber (Rules of Procedure) Regulations 2017 (“the 2017 Rules”)

Chamber Ref: FTS/HPC/EV/25/3936

Re: Property at 5 Fir Place, Johnstone, PA5 0DL (“the Property”)

Parties:

Mrs Diane Hurley, 3 Charnwood Avenue, Johnstone, PA5 0AF (“the Applicant”)

Mrs Arlene Coombes, Mr Richard Coombes, 5 Fir Place, Johnstone, PA5 0DL (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member) and Angus Lamont (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 in terms of Section 33 of the Housing (Scotland) Act 1988 should be granted against the Respondent in favour of the Applicant.

Background

1. An application was made by the Applicant’s representative on 15 September 2025 in terms of Section 33 of the Housing (Scotland) Act 1988 (“the 1988 Act”) and Rule 66 of the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”)
2. The Applicant seeks an eviction order under Section 33 of the 1988 Act (recovery of possession on termination of a short assured tenancy). Copies of a tenancy agreement and relative Form AT5, Notice to Quit dated 27 June 2025 and Section 33 Notice dated 27 June 2025 with evidence of service, Section 11 notice with evidence of service, and a statement regarding the Applicant’s

circumstances were lodged with the application.

3. A copy of the application was served on the Respondent by Sheriff Officers on 28 January 2026. The parties were notified that a case management discussion ("CMD") would take place by telephone conference call on 12 March 2026 however, on or around 11 February 2026, the first named respondent Arlene Coombes ("Mrs Coombes") lodged information about her circumstances with a request for postponement of the CMD which was granted by the Tribunal. On or around 26 March 2026 the Applicant's representative had emailed the Housing and Property Chamber ("HPC") further to the earlier postponement decision to update the Tribunal and attached a copy of correspondence of even date that had been sent to Mrs Coombes.
4. Meanwhile, on or around 19 February 2026 the Applicant had lodged a related civil payment application against the first named Respondent only under Chamber reference. FTS/HPC/CV/26/0827. This related application was scheduled to call at the same time as the CMD in the present eviction application.
5. On or around 01 June 2026 the parties were notified by the HPC administration that the CMD would take place by telephone conference call on 08 July 2026 at 10am and that they were required to participate. The Respondent was invited to lodge written representation in response to the application by 22 June 2026. No representation was received specifically in relation to the present application from the Respondent in advance of the CMD however, on or around 16 June 2026, Mrs Coombes provided additional information about her health and circumstances in connection with a related application (CV/26/0827) and her correspondence was crossed over to the Applicant's representative. No further representation or documentation was received on behalf of the Applicant in relation to the present application prior to the CMD.
6. The CMD took place on 08 July 2026 by telephone conference call. The start of the CMD was delayed for approximately five minutes to allow for the Respondent to join the call in the event that they were making efforts to so do. The Applicant was not present but was represented by Ms Deans of Emmerson Homes of 36 High Street, Johnstone ("Emmerson Homes"). The Respondent did not participate and neither was represented.

Summary of Discussion at CMD

7. Ms Deans stated the Applicant was seeking an order for eviction under Section 33 of the 1988 Act. Ms Deans stated that she had anticipated the first named Respondent would attend the CMD however she had not heard anything from Mrs Coombes since their last conversation a couple of weeks earlier regarding the rent arrears. In response to the Tribunal, Ms Deans stated that the second named respondent was aware of the eviction application as he had contacted Emmerson Homes to ask about it however had not stated any position to them. Ms Deans explained that her understanding was that the two named respondents were no longer in a relationship together, and the second named Respondent, Richard Coombes, no longer resided at the Property. Ms Deans

stated she was not aware of a forwarding address for Mr Coombes but was aware the application correspondence had been passed to him by the couple's daughter who is said to reside in the Property with her mother, the first named Respondent.

8. The HPC administration had obtained the title sheet for the Property. In response to the Tribunal, Ms Deans stated she believed the Applicant's maiden name was 'Forrest(er)' which clarified for the Tribunal that the Applicant is the registered proprietor of the Property.
9. Ms Deans stated the short assured tenancy arrangement between the parties had commenced on 13 December 2013; an AT5 had been served and signed by the Respondents prior to them entering into the relative tenancy agreement which states the period of rental was for six months until 13 June 2014, continuing calendar monthly thereafter with rent payable in advance and due on the 13th of each month. Ms Deans stated a Notice to Quit and Section 33 Notice had been served on the tenants, the Respondent, on 27 June 2025 via Royal Mail and these had been received on 28 June 2025, with evidence of service and delivery status produced with the application papers. Both the Notice to Quit and Section 33 Notice stated the tenancy arrangement would end on 13 September 2025. The tenants had been provided with details to obtain advice and assistance and a statement that after termination of the tenancy at the date specified in the said Notices the landlord would be required to obtain an eviction order. Ms Deans stated a Section 11 Notice had been emailed to the local authority on 15 September 2025.
10. Ms Deans explained she had been in telephone communication with the first named Respondent and last spoke to her a couple of weeks ago, however they had not spoken about the present eviction application – the last time they discussed the eviction application was probably in February 2026. Ms Deans stated that when the eviction matter had been discussed at that time the first named Respondent accepted she would be leaving the Property but had wanted some extra time in anticipation of the order being granted to allow her to progress alternative accommodation with the local authority.
11. In response to the Tribunal, Ms Deans stated she was unaware of a forwarding address for the second named Respondent but understood correspondences were being passed to him by his daughter. Ms Deans did not know how old the Respondent's daughter was but believed her to be older than school age. Ms Deans was unaware whether the two respondents remained on good or bad terms with one another. Ms Deans stated that the relationship between Emmerson Homes and the Respondent had generally been positive. Ms Deans stated it is her belief that the first named Respondent is awaiting an eviction order to be granted. In response to the Tribunal, Ms Deans stated the Property had not been adapted and she acknowledged the Respondent had various health issues including with her mobility but commented that the first named Respondent had indicated in the Time to Pay Application dated 10 June 2026 there had been improvements in her health. Ms Deans stated the first named Respondent is a florist (self-employed) but she was unaware whether she was in receipt of any universal credit or disability payments. Ms Deans stated she

believed the first named Respondent was around 30/40 years old. Responding to the Tribunal, Ms Deans stated there had been payments made to the rent account in or around 13 September 2025 then payments of £100 would be made every so often albeit the last two months' rent had been paid in full and a lump sum had been made. Further responding to the Tribunal, Ms Deans stated the last time the rent account was at zero was 12 September 2025 however the current level of arrears was £1,923 with the next rental charge of £594 due to be added to the rent account on 13 July 2026 (in respect of which it is anticipated a sum of £694 will be paid given the terms of the Time to Pay Application received and accepted on 06 July 2026 on behalf of the Applicant). Ms Deans stated a deposit sum of £550 was paid by the Respondent at the beginning of the tenancy arrangement and that is lodged with Safe Deposits Scotland. In response to the Tribunal, Ms Deans stated that a visit had been made to the Property in February 2026 and it had been found to be in good condition. Ms Deans explained the Respondent had been a good tenant, they had had a good relationship and the Applicant had empathy for the tenant's position however the Applicant now wanted to improve her own circumstances.

12. The Tribunal noted that the Applicant is responsible for making mortgage payments for the Property in terms of a security registered in the title sheet. The Property had previously been the Applicant's home before she moved out to another principal home. The Applicant is also paying a mortgage on her primary residence and due to her financial circumstances and health issues encountered over the last couple of years or so she wishes to re-evaluate her finances with a view to selling the Property to repay the mortgage in full and reduce the mortgage for her primary residence. Ms Deans stated that although the Applicant has had an improvement in her health, she wants to consolidate her finances and no longer wishes to have the Property.

Findings in Fact

13. The Applicant is the owner and landlord of the Property.
14. There is a Short Assured Tenancy Agreement between the Applicant and the Respondent which began on 13 December 2013 and lasted until 13 June 2014, and then by tacit relocation on a monthly basis.
15. The Short Assured Tenancy Agreement reached its *ish* on 13 September 2025 by service on 27 June 2025 on behalf of the Applicant on the Respondent of a Notice to Quit, notifying the Respondent that the tenancy would reach its termination date as at 13 September 2013.
16. Tacit relocation is no longer operating.
17. No further contractual tenancy is for the time being in existence.
18. A Section 33 Notice was served on behalf of the Applicant on the Respondent on 27 June 2025, notifying the Respondent that the Applicant required vacant possession as at 13 September 2025.

19. The Notice to Quit and Section 33 Notice were served on the Respondent via Royal Mail signed for post on 27 June 2025 in terms of a certificate of posting dated 17 June 2025, with a relative track and trace delivery record confirming delivery on 28 June 2025.
20. The Applicant has given to the Respondent at least two months' notice and has stated that she requires possession of the Property. The Respondent was informed of where they could obtain advice and assistance. The Respondent was informed that their landlord required to obtain an eviction order once the Short Assured Tenancy Agreement had reached its *ish* (end date).
21. The Application was made to the Tribunal on 15 September 2025.
22. The Applicant has financial commitments insofar as maintaining a mortgage for the Property and also for her primary home.
23. The current level of the Respondent's rent arrears is said to be £1,923 with a further rental sum becoming due on 13 July 2026.
24. The Respondent lodged a Time to Pay Application in relation to the related civil payment action. On behalf of the Applicant, Emmerson Homes has agreed the Time to Pay Application.
25. The second named Respondent no longer resides in the Property. The first named Respondent is still in occupation of the Property and resides there with her daughter who is under 18 years old.

Reasons for Decision

26. The application was submitted with copy AT5 and Short Assured Tenancy agreement. The Respondent has resided at the Property since 13 December 2013. The second named Respondent is believed to have moved out of the Property in 2023 but contacted Emmerson Homes by telephone after the present eviction application had been served upon him.
27. The application was also submitted with a Notice to Quit dated 27 June 2025 and a Section 33 Notice dated 27 June 2025, together with a copy certificate of posting and record of delivery which establishes that the Notice to Quit and Section 33 Notice were delivered on 28 June 2025. Both Notices state the *ish* is 13 September 2025.
28. The Applicant also submitted a Section 11 Notice with evidence that it was sent to the relevant Local Authority by email. The Tribunal is therefore satisfied that the Applicant has complied with Section 19A of the 1988 Act.
29. The application to the Tribunal was made after the end date of the Short Assured Tenancy Agreement.

30. Section 33 of the 1988 Act (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states, “(1)...the First-tier Tribunal may make an order for possession of the house if the Tribunal is satisfied— (a) that the short assured tenancy has reached its finish; (b) that tacit relocation is not operating; . . . (d) that the landlord (or, where there are joint landlords, any of them) has given to the tenant notice stating that he requires possession of the house; and (e) that it is reasonable to make an order for possession. (2) The period of notice to be given under subsection (1)(d) above shall be— (i) if the terms of the tenancy provide, in relation to such notice, for a period of more than two months, that period; (ii) in any other case, two months. (3) A notice under paragraph (d) of subsection (1) above may be served before, at or after the termination of the tenancy to which it relates. (4) Where the First-tier Tribunal makes an order for possession of a house by virtue of subsection (1) above, any statutory assured tenancy which has arisen as at that finish shall end (without further notice) on the day on which the order takes effect.”
31. The Tribunal accepted the unchallenged evidence of the Applicant in the form of the documents submitted and the information provided at the CMD. The Tribunal is satisfied that the Short Assured Tenancy Agreement has reached its *ish*; the Applicant provided notice to the Respondent that the Applicant requires possession of the house and the Notice to Quit and Section 33 Notice were served at least two months prior to the stated *ish* (end date), 13 September 2025. The Tribunal is satisfied that tacit relocation is not operating.
32. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following: -
- (a) The Tribunal is satisfied there is no evidence to contradict the understanding of the Applicant’s representative regarding the Respondent’s circumstances, including that the first named Respondent works as a florist, the Respondent’s daughter is believed to be older than school age and is believed to pass on correspondences to the second named Respondent, also that the first named Respondent has a number of health conditions.
 - (b) The Tribunal noted from written submissions lodged by the first named Respondent regarding her request for postponement of an earlier scheduled CMD and in relation to the related civil payment application that she is self-employed; she has a number of health conditions including mobility issues, and her daughter who is under 18 years old acts as her full-time carer. The Tribunal further noted that the first named Respondent is receiving treatment in relation to her health issues and feels improvements. She stated she is committed to resolving her arrears of rent which accumulated as a consequence of her being unable to earn due to periods of poor health and she is now in a position to maintain the ongoing rental sum plus an additional sum towards the arrears. The Tribunal also noted the relationship between the two respondents had broken down and the second named Respondent is no longer residing in the Property. The second named Respondent acknowledged that she will be required to move out of the Property and is said to be awaiting the grant of an eviction order to allow

arrangements for alternative accommodation via the local authority to progress.

- (c) The Tribunal is satisfied the Applicant has had recent health issues which have brought into focus her personal and financial circumstances. The Tribunal noted the Applicant has two mortgage arrangements in respect of the Property and her primary home, and she wishes to sell the Property to use the proceeds to pay off the mortgage and to reduce the mortgage on her primary residence. The Applicant indicated in a statement within the application papers that she wishes to reduce the stress, alluding to no longer wishing to have a second property.
- (d) The Respondent has produced no challenge to the eviction application, which was served by Sheriff Officers. The Respondent has not participated in the CMD.

The Tribunal concludes that the Applicant has complied with the requirements of Section 33 of the 1988 Act and Rule 66 of the 2017 Rules. For the reasons outlined in paragraph 31, the Tribunal is satisfied that it would be reasonable to grant the order for eviction but determined additional time be allowed to the Respondent to progress arrangements to secure alternative accommodation.

Decision

1. The Tribunal determines that an eviction order should be granted against the Respondent, with the earliest date of eviction in said order stated as 13 September 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.