



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

**Chamber Ref: FTS/HPC/EV/23/3548**

**Re: Property at 2/1, 8 Greenfield Place, Shettleston, Glasgow, G32 0PL (“the Property”)**

**Parties:**

**Ms Kathryn Meeke, Rosewood Cottage, Lesmahagow, Lanark, ML11 0HL (“the Applicant”)**

**Mr Adam Yamani, 2/1, 8 Greenfield Place, Shettleston, Glasgow, G32 0PL (“the Respondent”)**

**Tribunal Members:**

**Fiona Watson (Legal Member) and Angus Lamont (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for eviction of the Respondent from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under ground 1 under schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016.**

- Background
- 1. An application was submitted to the Tribunal under Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). Said application sought a repossession order against the Respondent on the basis of the Applicant’s intention to sell the Property, being Ground 1, and further on the basis of rent arrears due by the Respondent, being Ground 12, both grounds under Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”).

- Case Management Discussion
2. A Case Management Discussion (“CMD”) took place on 26 February 2024. The Applicant was represented by Mr Casiday of Mitchells Robertson, Solicitors. The Respondent appeared personally and represented himself. Mr Nasr, an Arabic interpreter, was also in attendance to assist the Respondent.
  3. The Applicant’s representative moved for the Order to be granted as sought. The parties had entered into a Private Residential Tenancy Agreement (“the Agreement”), which commenced 12 June 2019. The Applicant’s representative submitted that the eviction order was being sought for two reasons, firstly that the Applicant intends to sell the property and secondly, that the Respondent is in arrears of rent. The Applicant’s representative submitted that this matter was a direct continuation of a matter which initially began in March 2023. Due to difficulties with that application, the previous application was withdrawn and a fresh application lodged in June 2023. The Applicant’s representative referred to a letter which had been lodged from Keys Estate Agents confirming that they had been instructed in relation to the sale of the Property and that one of their valuers had already visited the Property.
  4. The Applicant’s representative submitted that the Property is managed by Infinity Properties. It was noted that the rent statement lodged with the application was dated 16 June 2023 and that no updated rent statement had been provided prior to the CMD, but that the Applicant’s representative had been told that the arrears were sitting at a sum of around £1,000 currently.
  5. The Applicant’s representative submitted that the Applicant was intending to sell the Property due to water ingress problems affecting the Property and which required repairs to rectify. It was submitted that the Applicant had decided that she would prefer to sell the Property rather than to continue to invest and making repairs to it. The Applicant is no longer making enough money in rent to cover the expenditure required to the Property. The Property is not profitable and the Applicant wishes to sell it.
  6. The Respondent submitted that he had been living in the Property since June 2019. When issues with water ingress commenced, he contacted the letting agents and ask them to repair, but they failed to do so. The Respondent submitted that he stopped paying his rent until the problem was fixed. The Respondent contacted Glasgow City Council who attended the Property and assessed the situation and who confirmed to him that the Property was dangerous. The Respondent submitted that he had incurred financial loss due to the water ingress, including damage to a sofa, TV, carpets, curtains, wallpaper and a mattress. It was submitted that the Respondent had had to leave the Property and “sofa surf” with friends, and further that he had had to postpone his plans of marriage until the matter could be resolved. The Respondent submitted that he had no alternative accommodation to go to and that it would cause him inconvenience if he was forced to leave the Property and change his address. The Respondent confirmed that he had not taken any steps to take advice as regards his housing options. The Respondent confirmed

that he had not been setting aside the withheld rent into a separate bank account. The Respondent confirmed that he lived alone.

7. The following documents were lodged alongside the application:

- (i) Copy Private Residential Tenancy Agreement
- (ii) Copy Notice to Leave
- (iii) Proof of service of the Notice to Leave by email
- (iv) Rent statement
- (v) Section 11 notification to the local authority under the Homelessness etc. (Scotland) Act 2003
- (vi) Letter from Keys Estate Agents dated confirming instruction re valuation of the Property and marketing for sale

- Findings in Fact

8. The Tribunal made the following findings in fact:

- (i) The parties entered into a Private Residential Tenancy Agreement which commenced 12 June 2019;
- (ii) The Applicant is the heritable proprietor of the Property;
- (iii) The Applicant is entitled to sell the Property;
- (iv) The Applicant has served a Notice to Leave on the Respondent on the basis of Ground 1 of Schedule 3 to the 2016 Act;
- (v) The Applicant has provided a letter of engagement from an estate agent regarding the marketing of the Property.

- Reasons for Decision

9. The Tribunal was satisfied that the terms of Ground 1 of Schedule 3 to the 2016 Act had been met, namely that the Applicant intends to sell the property and intends to do so within 3 months of the Respondent ceasing to occupy it. The Tribunal was satisfied that a Notice to Leave had been served on the Respondent and which specified that ground, in accordance with the requirements of section 52 of the 2016 Act. The Tribunal was satisfied that Ground 1, being the landlord's intention to sell the property, was not in dispute.

10. The Tribunal was not satisfied that it could be established that the terms of Ground 12 of Schedule 3 to the 2016 Act had been met. The current level of arrears was not known. An updated rent statement had not been lodged and the Applicant's representative did not have instructions on an up-to-date figure due. It was clear that the Respondent disputed the existence of rent arrears, and he submitted that he had been withholding rent whilst there were repairing issues in the Property and that he had incurred financial losses due to damage caused to furniture and belongings. The Tribunal was satisfied that it could not grant an order based on ground 12, being the rent arrears ground, without hearing further evidence as to the level of arrears due and whether rent fell due lawfully due during any period of disrepair. However, the Tribunal was satisfied that there was no defence being stated to ground 1 and there was no dispute

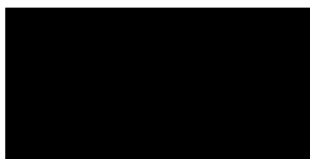
in this regard. The Tribunal was satisfied that in all the circumstances, it would be reasonable to grant the order on Ground 1 alone. The Landlord is entitled to sell the Property, and intends to do so. An estate agent has been instructed to value the Property and market it for sale in due course. The landlord operates the Property as a business, and under the current circumstances the rental Property is not financially viable. The Respondent lives alone in the Property and there are no dependants. It was noted that the Respondent had taken no steps to ascertain his alternative housing options, which he could have done as far back as June 2023 when the notice to leave was served on him.

- Decision

11. The Tribunal granted an order against the Respondent for eviction of the Respondent from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016, under ground 1 under schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016.

### **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.**



**Legal Member/Chair**

**Date: 26 February 2024**