

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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**First-tier Tribunal for Scotland (Housing and Property Chamber)**

**Decision by Tribunal in an Application under Rule 39 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) and section 43 of the Tribunals (Scotland) Act 2014 (“the 2014 Act”)**

**Chamber Reference: FTS/HPC/EV/24/1547**

**Re: Property at Flat 1F1, 37 Warrender Park Road, Edinburgh, EH9 1HJ (“the Property”)**

**Parties:**

**Executors of the late James Ramsay: Mr Graham Ramsay; Mr Kevin Ramsay; 3 Marine Parade, Saltburn-by-the-sea, North Yorkshire, TS12 1DP; 27 Hichisson Road, London, SE15 3AN (“the Applicant”)**

**Mr Thomas Davison, Flat 1F1, 37 Warrender Park Road, Edinburgh, EH9 1HJ (“the Respondent”)**

**Tribunal Members:**

**Ms H Forbes (Legal Member) and Mr G Laurie (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determines that the application for review made by the Respondent is wholly without merit and refuses the application.**

**Background**

1. Following a hearing on 22<sup>nd</sup> January 2025, the Tribunal determined that an eviction order should be granted. The Tribunal issued a decision dated 27<sup>th</sup> January on 28<sup>th</sup> January 2025.
2. By email dated 11<sup>th</sup> February 2025, the Respondent requested a review of the Tribunal’s decision of 27<sup>th</sup> January 2025.
3. The application for review falls within the time limits for review under section 43 of the Tribunals (Scotland) Act 2014 and Rule 39 of the First-tier Tribunal for

Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Rules”).

#### **Application for review with Tribunal decision and reasoning**

4.

##### **Paragraph 12**

**12. [...] notice to leave had been served a year after the death of James Ramsay [...]**

##### **Respondent submission**

*Correction: 14 months, not 1 year.*

##### **Tribunal decision**

The Tribunal agreed to amend ‘a year’ to ‘fourteen months’ where the words appear in lines one and two of paragraph 12, said amendment made under Rule 36 of the Procedural Rules.

**[...] There was no survivorship destination within the Title Deed, so the Property did not automatically transfer to Mrs Ramsay. [...]**

##### **Respondent submission**

*Clarification: I understand that survivorship destinations apply only to joint ownerships. The property was not jointly owned at the time of Mr Ramsay’s death. The property transferred to Dorothy automatically 28 days after Mr Ramsay’s death, as per his will.*

##### **Tribunal decision**

The Tribunal cannot amend what was said in submission by Mr Gardiner.

5.

##### **Paragraph 16**

**16. There are five bedrooms in the Property. Only the Respondent now resides there. Notices to leave were served on all the tenants by Mrs Ramsay in 2023, at which time there were four tenants in the Property.**

##### **Respondent submission**

*Correction: N2Ls were purportedly served to 2 tenants only, see original Dispositions (Form E, from Point 5 "The applicant served valid Notice to Leave on the other previous tenant at the let property who vacated during the notice period before 12 November 2023.")*

**Clarification:** This is why I was suspicious of the notice and felt prejudice was at play. The N2L came the day after my flatmates announced they were moving out. There was no connection between the solicitor and Dorothy from my point of view, for all I knew the N2L was a ruse by my flatmates as rooms were being advertised from 2/3 months before the N2L. The 3 flatmates then later did move out within days of each other. The first time Dorothy brought up her desire to sell was in October 2023, when I was living alone. This was after having assured flatmates there would be no sale as a result of Mr Ramsay's death. So I was suspecting the N2L to be a ploy to get me out and fill the flat with new tenants. Furthermore, there was no attempt to "maximise the estate" by serving N2Ls until after tenants had moved out of their own accord, and 14 months after Mr Ramsay's death. The witness said in tribunal he believed I prevented other rooms from being let out was causing loss of income, yet 2 new tenants were taken on with no problem since the initial threat of eviction in March 2022 and there was only 1 "loss making" empty room, for 7 months before the N2L. It took 4/5 months for this room to be advertised and my friend who wanted to move in was denied, any financial loss here was not caused by me.

#### **Tribunal decision**

The Tribunal cannot amend evidence given by a witness.

6.

#### **Paragraph 22**

**22. [...] Asked whether it was reasonable to sell the Property to a family when there are lots of Airbnb properties in the area, Mr Ramsay said that had been the estate agent's advice. It was a nice stairwell, a nice place to live, and close to the city centre.**

#### **Respondent submission**

**Clarification:** Stairwell is full of loud partying students in Airbnb style flats (key boxes on the front door). It is not a stairwell safe to leave bikes in. It is a nice location and a nice flat, but the stairwell is dank, with broken windows, junk, and a stair door that does not close easily. The garden is extremely unkept. The witness responded saying "executive options" still exist.

#### **Tribunal decision**

The Tribunal cannot amend evidence given by a witness.

7.

#### **Paragraph 30**

**30. [...] He had been assured by Graham Ramsay that there would be no sale after the passing of the late Mr Ramsay. [...]**

#### **Respondent submission**

**Correction:** *This assurance came from Dorothy, to all flatmates in person in our living room, that she had no intention to sell as a result of Mr Ramsay's death.*

### **Tribunal decision**

Having re-assessed notes of the evidence given by the Respondent, the Tribunal agreed to remove 'by Graham Ramsay' from line two of the paragraph, under Rule 36 of the Procedural Rules.

**[...] The other three tenants found places after being served with notices to leave. [...]**

### **Respondent submission**

**Correction:** *2 tenants served their own notice before N2Ls were served to the 2 remaining tenants, see original Depositions (Form E, Point 5).*

### **Tribunal decision**

Having re-assessed notes of the evidence given by the Respondent, the Tribunal agreed to remove 'after being served with notices to leave' from lines eight and nine of the paragraph, under Rule 36 of the Procedural Rules.

8.

### **Paragraph 33**

**33.** [...] He is worried about living with strangers, and is concerned that he would be bullied again.

### **Respondent submission**

**Clarification:** *ASD means he is vulnerable to bullying. Autistic people are more likely to be bullied and are more strongly affected both psychologically and physiologically. Therefore, in the case of eviction, social housing in which he can live alone would be extremely beneficial to him.*

### **Tribunal decision**

The Tribunal cannot amend the evidence given by the Respondent at the hearing.

9.

### **Paragraph 39**

**39.** [...] He would not wish to pay rent using the money from the sale of his mother's house, saying he and his mother had worked hard for that money.

### **Respondent submission**

**Correction:** *Any money here is only available for buying a property, my mother will not pay my rent, it is not reasonable for her to be compelled to change her decision.*

### **Tribunal decision**

The Tribunal cannot amend the evidence given by the Respondent at the hearing.

10.

### **Paragraph 42**

**42. [...] He had felt suspicious about the position but he had received a lot of reassurance that he was not being prejudiced because of the previous situation in the Property.**

### **Respondent submission**

**Clarification:** *“He had felt suspicious about the position but he had received some reassurance that there was now some genuine need beyond any prejudice from the previous situation in the Property.”*

### **Tribunal decision**

Having re-assessed notes of the evidence given by the Respondent, the Tribunal agreed to amend paragraph 42 to read: ‘The Respondent said everyone is struggling. He had felt suspicious about the position but he had received some reassurance that there was now some genuine need beyond any prejudice from the previous situation in the Property.’ This correction is made in terms of Rule 36 of the Procedural Rules.

11.

### **Paragraph 43**

**43. There was a genuine intention to put the Property on the market at the date of serving the notice to leave. It had been mentioned in March 2022, and the passage of time and the passing of Mr Ramsay had meant circumstances changed. [...]**

### **Respondent submission**

**Correction:** *Eviction in March 2022 was for a different reason, (I said this, not the Applicant). The first mention of any intent to sell was through the N2L from the solicitor. The initial threat of eviction in March 2022 was to appease other flatmates who were bullying me. Dorothy said she would take care of this for them, but later found there was no appropriate grounds for eviction so could*

*not follow through. As discussed, I was suspicious this unfounded desire to evict me still existed and the N2L was another attempt to follow through.*

#### **Tribunal decision**

The Tribunal cannot amend what was said by Mr Gardiner in summing up.

12.

#### **Paragraph 53(i)**

**53 (i). Dorothy Ramsay, acting as agent for James Ramsay, entered into a private residential tenancy agreement with the Respondent in respect of the Property to commence on 16th June 2021.**

#### **Respondent submission**

***Clarification:** I entered into a PRT with Mrs Ramsay, not Mr Ramsay. Both Mr and Mrs Ramsay's landlord registration numbers are listed in the PRT, however, only Dorothy is listed as a landlord and it is with Dorothy that I met to discuss terms and sign the PRT. This arrangement of Dorothy acting as agent first transpired in tribunal depositions, never before.*

#### **Tribunal decision**

The Tribunal cannot amend what was said by Mr Gardiner in summing up.

13.

#### **Paragraph 57**

**57. [...] it was noted that the Respondent did not dispute the facts surrounding Kevin Ramsay's condition [...]**

#### **Respondent submission**

***Clarification:** I could not know any different, however, there is no mention of Kevin's condition in the original Depositions (Form E), which supports my position that I was not informed about the plan to sell the house for the purpose of Kevin's housing modifications before 8th Jan 2025, despite the witness's assertions that I was informed of this before legal action was taken in August 2023. The apparent flux in eviction reasoning contributed to the suspicions I have discussed.*

#### **Tribunal decision**

The Tribunal does not consider it would be appropriate to amend this statement, which correctly reflects its understanding of the position.

14.

**Paragraphs 61 and 62**

**61. [...] The Respondent by his own admission does not want to live in the Property long term. [...] Even if an order was not granted, it is the Respondent's intention to leave the Property. [...]**

**Respondent submission**

***Clarification:** I wish to live in the property until I am able to purchase my own property, meaning there is no short term intention to leave. I wish to live in the property as long as that takes.*

**62. [...] However, given that the Respondent intends to leave the Property before too long [...]**

***Clarification:** Eviction aside, I intend to leave the property when I buy my own house, which could take a long time.*

**Tribunal decision**

The Tribunal does not consider it would be appropriate to amend its reasoning in this regard. The Tribunal was satisfied that the Respondent, on the basis of his evidence, does not intend to remain in the Property long term, and intends to leave the Property. The Tribunal did not state there was a short-term intention to leave.

15.

**Paragraph 64**

**64. [...] Despite his reluctance to do so, the Tribunal considered it would not be unreasonable to expect the Respondent to use some of the funds from his mother to pay rent on a suitable property, if necessary, pending purchasing his own property.**

**Respondent submission**

***Correction:** It is not my reluctance, my mother will help me buy a house, not pay my rent. This money is only available for purchasing a property, it is not available for rent or anything else. My mother has zero intention of handing me a lump cash sum. Any money will be ring-fenced.*

**Tribunal decision**

The Tribunal does not consider it would be appropriate to amend its reasoning in this regard. The Respondent did not mention ring-fencing of the funds in his evidence, and the Tribunal was entitled to take the inference it took from the Respondent's evidence.

16. The Tribunal considers the application for review to be wholly without merit in terms of Rule 39(3) of the Tribunal Procedure Rules. The application is refused.

# Ms H Forbes

**Ms H Forbes**  
Legal Member and Chairperson

19<sup>th</sup> February 2025