



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 109 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Regulations”)

Chamber Ref: FTS/HPC/EV/24/1183

Re: Property at Flat 0/2, 60 Cleveden Drive, Glasgow, G12 0NX (“the Property”)

Parties:

Mr Allan Pender, 11 Burnfoot Road, Fairlie, North Ayrshire, KA29 0DU (“the Applicant”)

Miss Effrosyni Faratzi, Flat 0/2, 60 Cleveden Drive, Glasgow, G12 0NX (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Eileen Shand (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for recovery of possession of the property be granted.

Background

1. The application submitted on 11 March 2024 sought an eviction order against the Respondent on the grounds of landlord’s intention to sell under Ground 1 of the Private Housing (Tenancies)(Scotland) Act 2016 (“the 2016 Act”). Supporting documentation was submitted in respect of the application, including a copy of the tenancy agreement, Notice to Leave, Section 11 notification to the local authority and evidence supporting the landlord’s intention to sell.
2. Following initial procedure, on 2 May 2024, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.

- 3 Notification of the application and details of the Case Management Discussion (CMD) fixed for 3 September 2024 was served on the Respondent by way of Sheriff Officer service (affixing to front door as no letterbox) on 31 July 2024. In terms of said notification, the Respondent was requested to lodge any written representations by 20 August 2024. No written representations were lodged by that date.
- 4 After close of business on Friday 30 August 2024, the Respondent submitted by email a postponement request in respect of the CMD which was circulated to the Legal Member and considered on 2 September 2024. Having considered the Respondent's request in terms of Rule 28 of the Regulations, the Legal Member refused the postponement request and instructed that the CMD proceed as scheduled. The Tribunal Administration informed the Respondent accordingly and her permission was also sought for her email to be circulated to the Applicant's representative, given that it contained sensitive personal information, including medical information. Although the Respondent submitted two further emails to the Tribunal on the evening of 2 September 2024, in response to the Tribunal's decision not to postpone and reiterating her request, the Respondent did not give her consent to the information being circulated. Accordingly, the Respondent's emails were not circulated, although the Applicant's representative was informed that a postponement request had been made.

Case Management Discussion

1. The Case Management Discussion ("CMD") took place by telephone conference call on 3 September 2024 at 10am. The Applicant, Mr Allan Pender, was in attendance and was represented by Ms Simone Callaghan of TC Young solicitors. The commencement of the CMD was delayed by 5 minutes to give the Respondent the opportunity to join late but she did not do so.
2. After introductions and introductory remarks by the Legal Member, who also explained the purpose of the CMD, the Legal Member explained regarding the Respondent's postponement request, the timing of that and further emails received, as well as the Tribunal's decision to proceed with the CMD in order to make some procedural progress with the application. It was explained, however, that, given that it was clear that the Respondent was opposing the eviction application and has stated that she has evidence that the Applicant does not have a genuine intention to sell the Property, that an Evidential Hearing would require to take place before any decision could be made on the application. The Legal Member explained that detailed written representations had been received from the Respondent, including medical and other sensitive information, but that the Respondent's consent had not yet been obtained to this being circulated to the Applicant's representative. It was explained, however, that the Respondent was opposing the application on the basis stated above, had made a number of allegations against the Applicant and was understood currently to be in Greece with her mother.

3. Ms Callaghan and the Applicant himself explained the background to the application and the reasons he wished to recover the Property and sell it. Both also made submissions on the reasonableness of an eviction order being granted, from the perspective of the Applicant.
4. As there were issues in dispute, the Tribunal continued the application to an Evidential Hearing, subsequently fixed for 6 February 2025, to take place in-person. Following the CMD, parties were issued with a CMD Note outlining the discussions at the CMD and a Direction to parties to lodge certain documentation, which was as follows:-

*“1 The **Respondent** is required to provide, within the next **14 days**, her written confirmation to the Tribunal that she consents to her email dated 30 August 2024 and her two emails dated 2 September 2024, and the attachments thereto, being circulated to the Applicant’s representative or, alternatively, her written representations confirming her position in respect of this application.*

*2 The **Applicant and Respondent** are required to provide:-*

- (a) An inventory or list of any documentation/further documentation upon which the parties wish to rely at the Evidential Hearing in support of their respective positions as to the ground of eviction being relied upon by the Applicant (Ground 1 – landlord’s intention to sell) and as to the reasonableness (or otherwise) of the Tribunal granting an eviction order in the particular circumstances of this case; and*
- (b) A list of any witnesses that the parties wish to call to give evidence at the Evidential Hearing to be fixed in respect of this application, and to make arrangements for the attendance at the Hearing of any such witnesses.*

*The documentation referred to in paragraphs 2 above should be lodged with the Tribunal Administration no later than **14 days** prior to the Evidential Hearing.”*

5. The Respondent did not comply with the Direction and has not been in any further contact with the Tribunal.
6. On 4 September 2024, the Applicant emailed the Tribunal to advise that he would now be representing himself in respect of this application.
7. On 10 December 2024, the Tribunal accepted a separate application which had previously been submitted in respect of which the Applicant sought a payment order in respect of rent arrears against the Respondent. That application was conjoined with this application and a CMD fixed to take place at the same time as the Evidential Hearing scheduled in this application. Both parties were notified by email on 20 December 2024 of the date, time and arrangements for the Evidential Hearing.

8. On 23 January 2025, in response to the Direction, the Applicant lodged emails and further supporting information, one of which he asked not to be circulated to the Respondent. The Tribunal informed the Applicant that, in that case, the contents of that particular email would not be taken into account by the Tribunal at the Evidential Hearing. The supporting documentation included a GP letter dated 13 September 2024 and a copy of a prescription for medication relating to the Applicant; a letter from Aberdeen Considine dated 4 November 2024 confirming that they were instructed in the marketing/sale of the Property once vacant possession was obtained; a copy email from McLay Property to the Applicant regarding the Respondent dated 23 August 2024; copies of emails between the Applicant and Respondent dated 18 September 2023 and 16 February 2024 and with the Respondent's mother dated 29 October 2024; a photograph of the common hallway at the Property; and written representations by the Applicant. Other than the single email dated 23 January 2025, referred to above, all documentation was circulated to the Respondent by email.

Evidential Hearing

1. The Evidential Hearing took place in-person at Glasgow Tribunals Centre on 6 February 2025 at 10am, together with the CMD in connection with the conjoined payment application. Only the Applicant, Mr Allan Pender, was present at 10am and, accordingly, the commencement of the hearing was delayed for 5 minutes to allow an opportunity for the Respondent to attend late but she did not do so. The Tribunal Clerk also checked, prior to commencement, that there had been no communications received from the Respondent.
2. After introductions and introductory remarks by the Legal Member, it was explained that the Tribunal would proceed to hear evidence from Mr Pender in respect of his eviction application. He gave evidence, at length, and reference was made throughout to the supporting documentation lodged. He was asked questions by the Tribunal Members and thereafter summed up his case. Much of Mr Pender's evidence in relation to the eviction application overlapped with the information provided and the issues considered in the conjoined payment application. Although the eviction ground relied upon was not a rent arrears ground, Mr Pender's position was that the non-payment of rent by the Respondent and the considerable rent arrears owing were relevant to the Tribunal's consideration of the reasonableness of granting an eviction order.
3. Mr Pender was informed that the Respondent had stated in her written representations included in her postponement request lodged prior to the CMD (which he had not had sight of, as explained above) that Mr Pender does not have a genuine intention of selling the Property and intends to let it out again after evicting her. Mr Pender stated that he does have a true intention to sell and has instructed solicitors who will act for him in the sale if he recovers possession of the Property. He confirmed that his main priority in all of this is his health. He explained that he will be 70 in April 2025 and that he has some serious health concerns to do with his heart and also has diabetes and high blood pressure. Reference was made to the medical evidence he has

produced. He has been told that stress exacerbates his heart condition and this led him to the decision that it is now time for him no longer to be a landlord. He lives at the seaside and basically wishes to retire and get out of this particularly stressful situation. He has found the stress in trying to deal with the Respondent, from early in the tenancy, to be exhausting and overwhelming and both he and his wife have noticed a deterioration in his health. [REDACTED]

[REDACTED]. Mr Pender confirmed that the Respondent was his first tenant. The Property was purchased in 2021. His wife's sister lives near the Property and this is why they chose there. The idea had been to live there on and off so that his wife could see a lot of her sister, to whom she is close. However, it proved to be too expensive to do this as the Council Tax and other expenses rose, so the decision was made to rent out this Property instead. Mr Pender explained that he does not own any other rental properties [REDACTED]

[REDACTED]. Mr Pender has no wish to let out this Property again, or to keep it on as a second home. He wants to sell the Property, to recover the capital, and properly retire. He confirmed his intention to sell the Property as soon as possible and, although he needs to get into the Property to see what work is needing done, he considers the three month timeframe envisaged by the legislation to be realistic in terms of the Property being put on the market for sale.

4. Mr Pender explained that he had had advice before entering into the tenancy with the Respondent and the letting agent concerned essentially matched the Respondent to the Property. Although it is a nice property, with a relatively high monthly rental, and the Respondent was a student, Mr Pender was persuaded to let to her, as she was a mature student and had a guarantor company guaranteeing the rent for the first year of the tenancy. Mr Pender met the Respondent and her mother at the Property before entering the tenancy with her and thought they were nice people. He did not at all anticipate the problems he subsequently had.
5. However, early into the tenancy, he realised he had made a mistake. Early on in the tenancy, the Respondent changed the locks without his consent. When the problems with the rent arose, Mr Pender tried speaking to the Respondent but he found her quite abusive and would turn things around and accuse him of all sorts of things. Due to this, he decided it best to communicate by email. He did not think she liked to put the things that she would say to him verbally in writing and both she and her mother would often request that Mr Pender speak to the Respondent face-to-face at the Property. Given the Respondent's tendency to levy accusations against him, Mr Pender decided to stick to written communications to protect himself. He also employed a new letting agent to manage the tenancy on his behalf because he found the Respondent so difficult to deal with. However, she was horrible to the staff there and even turned up at their premises and was verbally abusive towards them. The manager of the letting agent asked Mr Pender to speak to the Respondent about this but, ultimately, the letting agent withdrew from managing the tenancy for him.

6. Mr Pender explained that the rent in respect of the tenancy was £1,250, with the first two-months' rent payable up-front. Before the tenancy commenced, he met the Respondent and her mother at the Property when they paid him the sum of £2,500 in cash. This covered the rent due for the two months from 6 July 2023. He did not take any deposit in relation to the tenancy, due to the guarantor company operating a 'deposit-less scheme'. The next payment of rent was due on 6 September 2023. When this was not paid, Mr Pender realised he may have a problem and due to the difficulties he was experiencing dealing with the Respondent himself, he employed the letting agent to manage the Property for him. They contacted the Respondent regarding the outstanding September rent but this did not go well. The Respondent claimed that there were insects in the Property and that this had triggered an asthma attack. Following the letting agent's withdrawal, Mr Pender found the Respondent increasingly difficult to deal with. He said that when he raised the issue of rent, the Respondent would respond with all sorts of reasons for non-payment and make various allegations against him. She would send him abusive emails. The Respondent's mother, who lives in Greece, would also email him on behalf of the Respondent. Mr Pender said that he would try and respond to explain his side of things but communication with the Respondent became more and more difficult and stressful for him.
7. The Respondent complained about the ventilation system in the bathroom not working properly and that this was causing mould which, in turn, was triggering her asthma and causing other health issues. The Respondent then claimed that a neighbour had cut the ventilation pipe from the bathroom. Mr Pender explained that, although the ventilation from the bathroom was a bit weak, there had been no real problems with it before this tenancy. The ventilation pipe was subsequently found to have been cut but Mr Pender does not know exactly when this has happened as it was June 2024 before he was able to get access to the Property to inspect. This was due to the Respondent's repeated refusal to allow access. He had eventually had to raise a Right of Entry case through the Tribunal, which resulted in the Respondent allowing access in June 2024, a week before the formal entry date which had been arranged through the Tribunal. On inspection, the pipe was found to have been cut. By way of background, Mr Pender explained that his neighbour had discovered, on carrying out renovations to his own property that the vent pipe leading from the Property traversed the neighbour's property underneath a ceiling which had been removed during the renovations. There had been a dispute as to whether or not the pipe required to be moved. Nonetheless, Mr Pender stated that he accepted that repair was needed and had instructed an engineer to carry out the necessary work. However, the Respondent has subsequently refused to allow any further access so this issue is outstanding and Mr Pender is unaware of the current condition of the Property, which is a concern to him. Mr Pender thinks the Respondent is refusing to allow access for repair so that she can justify not paying rent.
8. Mr Pender also explained about the involvement of the guarantor company, Housing Hand Ltd, in relation to the rent arrears. He confirmed that they guaranteed the first year's rent. He contacted them when the Respondent failed

to make any rent payments after the first two months' rent. They were very helpful and ultimately paid the next ten months' rent instead of the Respondent. This covered the period until July 2024. Mr Pender has not received any further rent payments since then and the rent arrears currently amount to £8,750, with a further month's rent due from today.

9. Mr Pender does not know what the Respondent's current income situation is. He thinks she is around 34 years old as her mother said she was 32 when they first met before the tenancy started. She was a student at Glasgow University and previously had part-time work to do with music. He was aware that she was previously having some sort of difficulties with her studies. He does not know whether she is still a student or if she still has any work here. He said that the Respondent was back and forward to Greece all the time, so must have money to pay for all the flights. She also drives a newish car. Mr Pender said that the Respondent was always full of promises to pay but never entered into a payment plan with him. He said that he used to feel a bit sorry for her as she often seemed a bit down and seemed to have some problems. However, he sometimes wonders if she ever intended to pay him rent once she was living in the Property.
10. When asked about reasonableness, Mr Pender wished to make it clear that the rent arrears situation is not the main priority for him. He just wants to put an end to the tenancy so that he can move on with selling the Property and focusing on relieving the burden he and his wife have been living under for the past nineteen months. He wants out of a very stressful situation and focus on getting his health back.
11. Apart from not paying her rent, Mr Pender considers that the Respondent's conduct throughout the tenancy has been unreasonable. She has been abusive and unpleasant towards him and also his letting agents and other people that she has had dealings with. She changed the locks without his consent and has repeatedly refused he and his tradesmen access to the Property, whilst complaining about unresolved repairs. Mr Pender thinks that if she had genuine concerns about the condition of the Property, she would have applied to the Tribunal for a Repairing Standard Enforcement Order, which she did not do. He has never been contacted by anyone on behalf of the Respondent, other than her mother, so does not think she has sought any advice. The Respondent leaves the Property empty for long periods of time, which is a concern to him, and a breach of the conditions of tenancy. She frequently goes back to Greece, flying back and forward, and does not inform him when the Property is being left empty. Mr Pender stated that he had nice plants in the Property which she has left to die. He stated that her mail builds up due to the long periods of absence and he suspects she may have debt issues. He referred to the photograph he had lodged of the communal hallway at the Property and stated that this showed that she left rubbish, including a mattress there. She also left boxes, etc in the hallway which neighbours then had to navigate. Mr Pender confirmed that the Respondent has no dependents or pets living with her at the Property. He does not know any details regarding the Respondent's mother's health but had relatively recent email communication with her mother, the last

being on 29 October 2024. Reference was made to this email which was lodged with the Tribunal. Mr Pender does not think that the Respondent has any intention of paying any ongoing rent and does not consider it reasonable for her to continue living at the Property in these circumstances. Although Mr Pender believes the Respondent currently to be in Greece, he does not think there is any prospect that she may already have vacated the Property. He is in contact with a neighbour at the Property who has confirmed that there has been no sign of her moving out and her car is still parked outside the Property.

12. In summing-up, Mr Pender stated that the past nineteen months have been the worst time of his life. He needs for the current situation to end and he has to sell the Property to relieve all the stress, get his health back, and move on with his life. He is shocked at how bad this tenancy has been and simply cannot cope with the pressure of it any more. He thinks the Respondent has the means to find somewhere else to live, if her intention is to stay in Scotland.
13. The Tribunal adjourned to deliberate and, on re-convening, the Legal Member confirmed that the Tribunal had decided to grant the eviction order sought and would issue a detailed written Statement of Reasons Decision to parties. There was brief discussion regarding the procedure which would follow and the likely timeframe for the order to be implemented. Mr Pender was thanked for his attendance and the hearing concluded.

Findings in Fact

1. The Applicant is the owner and the landlord of the Property.
2. The Respondent is the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 6 July 2023.
3. A Notice to Leave in proper form and giving the requisite period of notice was emailed to the Respondent on 3 January 2024.
4. The date specified in the Notice to Leave as the earliest date the eviction Application could be lodged with the Tribunal was specified as 3 February 2024.
5. The Tribunal Application was submitted on 11 March 2024.
6. The Respondent remains in occupation of the Property.
7. The Respondent did not attend the CMD, having made a postponement request prior to the CMD which was refused.
8. The Respondent submitted some written representations regarding the eviction application as part of her postponement request prior to the CMD.

9. The Respondent did not comply with the Tribunal's Direction issued following the CMD and has not engaged with the Tribunal since.
10. The Respondent did not attend the Evidential Hearing.
11. The Applicant intends to sell, or market the Property for sale within three months of recovering vacant possession.
12. The Applicant is almost 70, has health issues which are exacerbated by stress, wishes to retire and no longer wishes to be a landlord.
13. Relations between the Applicant and Respondent have broken down and the ongoing tenancy situation is stressful for the Applicant and is impacting negatively on his health.
14. The rent due in respect of the tenancy is £1,250 per calendar month.
15. The Respondent paid the first two months' rent prior to commencement of the tenancy, amounting to £2,500.
16. The Respondent has made no further payments herself in respect of rent since that time.
17. Housing Hand Limited were a Guarantor in terms of the tenancy in respect of rent, which they guaranteed for a period of one year from the commencement of the tenancy.
18. When the Respondent failed to make further rent payments, the Applicant contacted Housing Hand Limited.
19. Housing Hand Limited subsequently made payment of rent to the Applicant, in terms of the Guarantee, to cover the rent due for the months of September 2023 to June 2024 (10 months).
20. No rent has been paid since the rent due for the month commencing 6 July 2024.
21. Rent arrears have now risen to £8,750, with a further months' rent becoming due today, 6 February 2025.
22. The Respondent has stated various reasons for non-payment of rent, including that there was an issue with the ventilation in the bathroom.
23. The Applicant sought entry to the Property several times to investigate the ventilation problem, which was refused by the Respondent.

24. The Applicant eventually made a Right of Entry application to the Tribunal, resulting in the Respondent allowing access to the Property for inspection in or around June 2024.
25. An issue with the ventilation was identified on inspection but the Respondent has subsequently refused further access to the Applicant/his tradesman to allow remedial work to be carried out.
26. The Respondent changed the locks to the Property without the Applicant's consent.
27. The Respondent frequently returns to Greece where her mother lives and leaves the Property unoccupied for lengthy periods of time.
28. The Respondent has not been in communication with the Applicant for several months.
29. The Applicant is concerned about the potential condition of the Property as he has not had access to it since June 2024 and it has since been left unoccupied for lengthy periods.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and initial supporting documentation, the further documentary evidence produced in response to the Direction by the Applicant in advance of the Evidential Hearing and the oral evidence given at the Evidential Hearing by the Applicant.
2. The Tribunal found that the application was in order, that a Notice to Leave in proper form and giving the requisite period of notice had been served on the Respondent and that the application was made timeously to the Tribunal, all in terms of the tenancy agreement and the relevant provisions of the 2016 Act.
3. The Tribunal found the Applicant to have given his evidence in a straightforward and detailed manner and to have fully answered all of the questions posed to him by the Tribunal Members. The Tribunal found his evidence credible and reliable and to be fully supported by the documentary evidence lodged by the Applicant. The Tribunal believed that the Applicant had a genuine intention to sell the Property as soon as possible and that this was for the reasons he had stated. It was noted by the Tribunal that this was the only Property that the Applicant lets out and that the Respondent had been his first tenant in the Property. The Tribunal accepted the Applicant's evidence that his experience of letting his Property to the Respondent had been a very difficult one, had caused him a lot of stress and had resulted in him no longer wanting to be a landlord and wishing to sell the Property. The Applicant had produced evidence showing that he had instructed a solicitor to act for him in the sale of the

Property. He had also produced medical evidence, including a letter from his GP confirming his heart and other health conditions and the impact the present situation and the resulting stress was having on his health.

4. The Applicant fully explained in his evidence the background to the tenancy; his initial dealings with the Respondent; and the issues which began to arise, firstly with non-payment of rent and then difficulties in dealing with the Respondent herself. The Tribunal accepted the Applicant's evidence that he had initially tried to manage the tenancy himself, but, when difficulties arose with the Respondent, he had then employed letting agents to manage matters for him, although they had soon withdrawn from acting. The Applicant had produced supporting evidence in the form of email communications he had sent to the Respondent and her mother, in which he had tried to explain his position in relation to matters, such as requiring access to the Property to investigate the alleged repair and other issues. The Applicant had also produced an email from his letting agent confirming that they had had to contact him to report the unacceptable conduct by the Respondent towards their staff. The Tribunal considered that this documentary evidence supported the Applicant's verbal evidence as to the difficulties he experienced dealing with the Respondent.
5. Although the Respondent did not attend the Evidential Hearing and had not produced any evidence supporting her position in respect of the eviction, the Tribunal did test the evidence of the Applicant by putting to him in questioning the points the Respondent appeared to be raising in her written representations included in her postponement request submitted prior to the CMD. The Tribunal considered the Respondent's assertion that the Applicant did not actually intend to sell the Property but just wanted her evicted in order to let out to someone else. However, the Tribunal had no evidence before it to contradict the Applicant's own evidence in this regard, which they had found persuasive. The Tribunal also considered there to be no evidence of the Applicant being abusive or acting unreasonably towards the Respondent. As to the rent arrears, having considered the chronology of events and having accepted the Applicant's evidence regarding his attempts to investigate and resolve complaints made by the Respondent regarding the Property, particularly in connection with the bathroom ventilation and cut ventilation pipe, the Tribunal was satisfied that the Respondent repeatedly refused the Applicant access to the Property and did not have any justification for doing so, or for not paying rent.
6. The Tribunal considered the terms of eviction Ground 1 of Schedule 3 to the 2016 Act, as amended) which are as follows:-

“Landlord intends to sell

1(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 subparagraph (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 has 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.”

The Tribunal was satisfied that all elements of Ground 1 above were met in respect of this application.

7. The Tribunal was also satisfied that it was reasonable, having regard to all of the circumstances known to the Tribunal, to grant the eviction order sought. The Tribunal considered that the background circumstances regarding the Property and the tenancy; the difficulties the Applicant has experienced in dealing with the Respondent throughout the tenancy and over a lengthy period of time; the negative effects of the upset and stress caused to the Applicant and the impacts on both his mental and physical health; the Applicant's age and wish to retire and no longer be a landlord; the significant amount of rent arrears owing; the Respondent's lack of engagement, cooperation with the Applicant or attempts to resolve the current situation; and the Respondent's refusal of access and frequent long absences from the Property when she returned to Greece, all weighed in favour of the Applicant in terms of reasonableness. Although the Respondent had not attended the CMD, the Tribunal had continued the application to an Evidential Hearing in light of the written representations she had submitted in support of her postponement request prior to the CMD. The Respondent had thereafter been given an opportunity to provide evidence in support of her position, but did not comply with the Tribunal's Direction following the CMD, lodge any supporting documentary evidence nor attend the Evidential Hearing to give oral evidence on her own behalf.
8. The Tribunal accordingly determined that an order for recovery of possession of the Property should be granted.
9. The Tribunal's decision in this matter was unanimous.

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.

N. Weir

Legal Member/Chair

—

6 February 2025
Date