



**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**

Chamber Ref: FTS/HPC/EV/24/5411

**Re: Property at 22 Brambling Road, Carnbroe, Coatbridge, ML5 4UP (“the
Property”)**

Parties:

Mr Alec Cameron, 7 St Mary’s Place, Bathgate, EH48 1DP (“the Applicant”)

**Mrs Karen Reid, 22 Brambling Road, Carnbroe, Coatbridge, ML5 4UP (“the
Respondent”)**

Tribunal Members:

Valerie Bremner (Legal Member) and Ann Moore (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that a possession order be granted in terms of section 33
of the Housing (Scotland) Act 1988.**

Background

1.This is an application for a possession order in terms of rule 66 of the Tribunal rules of procedure and Section 33 of the Housing (Scotland) Act 1988 first lodged with the Tribunal on 21st November 2024 and accepted by the Tribunal on 7th February 2025.The Applicant had also lodged an application for a payment order which was calling along with the possession order application and has a reference number of FTS/HPC/CV/24/5415

2.The Tribunal fixed a case management discussion for 17th July 2025 at 10am for both applications. The case management discussion was attended by the Applicant Mr Cameron and Mrs Saddiq his solicitor of MM Legal.The Respondent Karen Reid was not present but was represented by her father Mr John Reid. Mr Reid had emailed the Tribunal requesting a postponement of the case management discussion as he

had just received the papers, noting that the Respondent is disabled and did not oppose the possession order application but wanted to agree a handover date but was disputing the payment order application in respect of alleged unpaid rent. The Applicant was opposed to a postponement for the possession order application and both applications called for a case management discussion on 17th July 2025.

3.The Tribunal had sight of the applications, a tenancy agreement, a Form AT5,a notice in terms of Section 33 of the Housing (Scotland) Act 1988,a Notice to Quit, recorded delivery proof of postage for these documents, a notice in terms of section 11 of the Homelessness etc (Scotland) Act 2003 together with an e mail sending this to the local authority, a rent statement, correspondence between the Applicant's representative and the Respondent and an inventory list.

4.The Applicant and Respondent had entered into a short assured tenancy at the property with effect from 31st October 2009.The tenancy was for a period of 6 months and continued on the same terms and conditions after the initial term unless brought to an end by either party giving notice to terminate the agreement.

5.The tenancy had continued for a number of years, but parties were not now on good terms. For the Applicant Mrs Saddiq indicated that rent had not been paid since May 2024 and the rent arrears had reached a level of around £19,000. Rent arrears had started to accrue in 2021 but payments towards rent it was said had stopped in May 2024. This was disputed by Mr Reid who appeared for the Respondent and was the guarantor in terms of the tenancy agreement and a named party in the payment order application. Mr Reid indicated that he was of the view that no rent was due by the Respondent and referred to a rent penalty notice. Despite this Mr Reid indicated that the Respondent was not opposing the possession order application and the Respondent, and her adult son would be moving out and simply needed time to find other accommodation, together or separately. Mr Reid indicated that the Respondent was in poor health having suffered a brain haemorrhage and did not handle business matters well. Mr Reid said he needed some time to put together the Respondent's position as regards rent payments but did not consider that it was unreasonable for a possession order to be granted.

6.Mrs Saddiq for the Applicant indicated that the Applicant had been advised by a maintenance company that the property was being damaged, but this was denied by Mr Reid. For the Applicant Mrs Saddiq indicated that letters had been sent regarding the unpaid rent on a number of occasions but there had been no response from the Respondent and the rent had not been paid for over a year. She denied that a rent penalty notice had been put in place. The Applicant indicated that work would require to be done to the property before it could be re let. The Applicant has one other property in Scotland which is rented out by him.

7.The Tribunal also had sight of a Notice to Quit and a Notice in terms of section 33 of the Housing (Scotland) Act 1988 both dated 21st August 2024 and delivered by post to the Respondent on 24th August 2024.

8.The Tribunal had sight of a Notice in terms of section 11 of the Homelessness etc (Scotland) Act 2003 sent to North Lanarkshire Council on 21st November 2024.

9.The Tribunal was satisfied that it had sufficient information upon which to make a decision and that the proceedings had been fair.

Findings in Fact

10. The parties entered into a short assured tenancy at the property with effect from 31st October 2009.

11. This tenancy was for a period of six months and continued on the same terms and conditions after the initial term unless brought to an end by either party giving notice to terminate the tenancy.

12. A Notice to Quit and a Notice in terms of Section 33 of the Housing (Scotland) Act 1988 both in proper form and requiring the property to be vacated by 31st October 2024 were delivered to the Respondent by post on 24th August 2024.

13.These notices indicated that the landlord was seeking to recover the property, and it should be vacated by the Respondent no later than 31st October 2024, an end date in terms of the tenancy.

14.The short assured tenancy had reached its lsh or end date.

15.The contractual tenancy ended on 31st October 2024.

16.Tacit relocation is not in operation.

17.A notice in terms of section 11 of the Homelessness etc (Scotland) Act 2003 was sent to the local authority in terms of this application on 21st November 2024.

18.The parties are in dispute in relation to terms of the tenancy relating to payment of rent and condition of the property.

19.The relationship between the parties appears to have broken down and the Respondent does not seek to stay at the property and she and her adult son intend to move out of the property.

Reasons for Decision

20.Section 33 of the Act provides that the Tribunal may make an order for possession if satisfied that the short assured tenancy has reached its finish, tacit relocation is not operating, the landlord has given notice to the tenant that they require possession, and it is reasonable to make the order.

21.The contractual tenancy has been terminated, and tacit relocation is not in operation. The Applicant has given the Respondent notice that they require possession of the Property.

22. Any relationship between the parties appears to have broken down and there are disputes over whether there is outstanding rent to be paid and in relation to damage to the property.

23. The Respondent does not seek to stay at the property and indicates that she and her adult son intend to leave the property when the order is granted.

24. Having considered all of the circumstances it appears reasonable that order is granted. Although the parties are in dispute as to matter certain issues between them regarding the terms of the tenancy it appears that the tenancy is no longer sustainable.

Decision

The Tribunal determined that a possession order be granted in terms of section 33 of the Housing (Scotland) Act 1988.

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.

Valerie Bremner

17/7/25

Legal Member/Chair

Date