

Housing and Property Chamber
First-tier Tribunal for Scotland



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/24/3439

Property : B/1, 7 Niddrie Square, Glasgow G42 8QX ("Property")

Parties:

Allison Hussain, 430 Shields Road, Glasgow G41 1NS ("Applicant")

Apex Services, 65A Berkeley Street, Glasgow G3 8DX ("Applicant's Representative")

Saif Monir, B/1, 7 Niddrie Square, Glasgow G42 8QX ("Respondent")

Govanhill Law Centre, Samaritan House, 79 Coplaw Street, Glasgow G42 8QX ("Respondent's Representative")

Tribunal Members:

Joan Devine (Legal Member)

Ann Moore (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("Tribunal") determined to make an order for possession of the Property and to delay enforcement of the order until 10 October 2025.

Background

1. The Applicant sought recovery of possession of the Property. The Applicant had lodged Form E. The documents produced were: Tenancy Agreement which commenced on 12 April 2020; Notice to Leave under Section 50(1)(a) of the Private Housing (Tenancies) (Scotland) Act 2016 ("Act") dated 23 April 2024 ("Notice to Leave") with covering email dated 23 April 2024; notification to the Local Authority in terms of Section 11 of the Homelessness Etc. (Scotland) Act 2003 with covering email dated 18 May 2023; copy agency agreement with Slater Hogg and Howison regarding the sale of the Property dated 5 May 2023 and copy letters to the Applicant from Hessonite Mortgages dated 3 and 9 May 2024 regarding the expiry of the mortgage term on the Property at 1 May 2024. On 23 January 2024 the Applicant's Representative lodged a copy letter from James Gibb Residential Factors dated 23 January 2025 regarding the need for

repairs to be carried out to the building of which the Property forms part. On 14 February 2025 the Respondent's Representative lodged a written submission. On 18 February 2025 the Applicant's Representative lodged a copy email from Slater Hogg and Howison dated 18 February 2025 in which they stated that once vacant possession of the Property was obtained, they would market the Property along with a copy letter from Hessonite Mortgages dated 10 February 2025.

Case Management Discussion

2. A case management discussion ("CMD") took place before the Tribunal on 27 February 2025. Reference is made to the Note of the CMD. The outcome of the CMD was that an evidential hearing was fixed for 12 August 2025 and a direction was issued firstly directing the Applicant to lodge a written submission regarding their intention to sell the Property within 3 months of the Respondent ceasing to occupy and whether or not it was reasonable for the Tribunal to issue an eviction order and secondly directing the Respondent to lodge a written submission setting out their response to the submission of the Applicant.
3. On 23 June 2025 the Applicant's Representative lodged a written submission and an inventory of productions with documents numbered 1 to 7. On 5 August 2025 the Respondent's Representative lodged a written submission and productions numbered 1 to 14.

Hearing on 12 August 2025

4. A Hearing took place by conference call on 12 August 2025. The Applicant was in attendance and was represented by Saqib Deen of the Applicant's Representative. The Respondent was in attendance and was represented by Lyndsey McBride of the Respondent's Representative.
5. The Tribunal asked about the layout of the Property. Mr Deen said that it has 3 bedrooms and 2 bathrooms and had been occupied by 3 tenants. He said that the other 2 tenants had left some years before. The Tribunal noted that the photographs lodged on behalf of the Respondent indicated a hole in the floor of bedroom 2. Ms McBride said that the Respondent used bedroom 1. She said that bedroom 3 is locked.
6. The Tribunal noted that the tenancy commenced on 12 April 2020, that a notice to leave was served on 23 April 2024 and that the Applicant holds title to the Property. Ms McBride confirmed that those matters were not disputed. The Tribunal asked Ms McBride if it was disputed that the ground for eviction had been established. She said that the Respondent accepted that the mortgage provider is looking to repossess the Property but she questioned whether the Applicant intended to carry out refurbishment works to the Property within a period of 3 months.

7. The Tribunal asked Mr Deen about the mortgage on the Property. He said that the mortgage expired on 1 May 2024 and the sum due was £179,000. The Tribunal noted this was confirmed by the letters from the Hessonite Mortgages dated 3 and 9 May 2024. He said that the mortgage was "interest only". He said that a calling up notice had not yet been served. He said that the mortgage provider had said they would take steps to repossess the Property, as indicated in the letter from Hessonite Mortgages dated 2 June 2025, but they were waiting for the outcome of this application before taking any action. He said that the Applicant had been trying to sell the Property for some time. He said that a previous application to the Tribunal had been successful but the decision had been quashed on appeal and remitted to another Tribunal. He said at that point the Applicant decided to start again and serve a fresh notice to leave.
8. Mr Deen said that if an order for possession was granted, work would be carried out to the Property to install a new kitchen and bathroom, new flooring and to decorate the Property.
9. Ms Hussain said that she would consider selling the Property without carrying out any work. She said that she had an indication from Slater Hogg and Howison of a value of £210,000 if no work was done and £250,000 if work was carried out. She said she may market the Property as a development opportunity. The Tribunal noted that these valuations were shown in an email from Slater Hogg and Howison dated 22 May 2025. The Tribunal noted the letter lodged from James Gibb, property factors, dated 23 January 2025 which referred to extensive common repairs being required to the building of which the Property forms part and to a grant being available from Glasgow City Council to assist with the cost of repairs. Ms Hussain said that the repairs order in place affects the whole building. She said that the other owners wanted to get the building works underway but Ms Hussain could not afford the £25,337 contribution which she would need to make to the costs. She said she needed to sell the Property to fund that. She said she would sell the Property on the basis she would pay her share of the common repairs from the proceeds of sale.
10. The Tribunal asked Ms Hussain if she owns any other rental properties, she said that she owns 1 other property.
11. Ms McBride asked Ms Hussain if she had sought any financial advice when the mortgage was approaching its term date. Ms Hussain said that she did but she was unable to remortgage. Ms McBride asked Ms Hussain if she intended to carry out refurbishment works or not. Ms Hussain said that she could not make that decision until she had access to the Property to see for herself what was the state of repair of the Property. She said that whether she decided to do the works or not, the Property would be sold. Ms McBride noted that Ms Hussain conceded that the builder who attended the property in March 2025 was not in the Property for very long and asked if Ms Hussain therefore accepted that his assessment of what was required may not be accurate. Ms Hussain said that she took the builder at his word but she needed to see the Property for herself.

12. The Tribunal asked Ms McBride who took the photographs of the Property which she had lodged on 5 August 2025. Ms McBride said that the Respondent took the photographs and sent them to her on 30 July 2025 saying that they were “up to date” photographs. Ms Hussain said that the photographs were old as repairs had been carried out earlier in 2025. The Tribunal asked what repairs were carried out. Ms Hussain said the repairs were to address a list of repairs submitted by the Respondent. The Tribunal asked if Ms Hussain was disputing the accuracy of the photographs lodged on behalf of the Respondent. Mr Deen said that the Applicant could not say whether the photographs were old or new. Mr Deen said that whether or not repairs were required was irrelevant. He said that over the past 3 or 4 years he had arranged for workmen to attend the Property to carry out repairs but the majority of the time access was refused.
13. The Tribunal turned to the question of reasonableness. The Tribunal asked Ms Hussain what the impact would be on her if the Tribunal refused to grant an order for possession. Ms Hussain told the Tribunal that she works in financial services and her contract provides that if she has a property repossessed she would have to declare that to her employer. She said that doing so may result in her losing her job. Ms Hussain told the Tribunal that she suffers from high blood pressure and anxiety although she said those conditions were not necessarily caused by this situation. She said that she suffers from panic attacks during the night regarding what may happen with the Property. She said that evidence about her health conditions had been lodged. The Tribunal noted that there were no documents lodged in this process regarding the Applicant’s health. Mr Deen said that the evidence regarding the Applicant’s health was lodged in the previous Tribunal process. The Tribunal asked if the rent was paid up to date. Ms Hussain said that the Respondent pays £300 per month and that the rent is up to date.
14. The Tribunal asked Mr Monir what the impact would be on him if the Tribunal did grant an order for possession. Mr Monir told the Tribunal that he has suspected ADHD and autism which makes it hard for him to plan and to see things that may be “coming down the line”. He said that made dealing with administrative issues difficult. He said that he is estranged from his family so cannot live with them if he was evicted. Mr Monir told the Tribunal that if he was evicted he would have to go into homeless accommodation. Mr Monir told the Tribunal that he has a good community around him which had provided a major cushioning for him. Mr Monir said that Ms McBride had given him information regarding what may happen if he was made homeless. He said that he may be housed in a hotel due to the housing shortage. He said that he could apply to the homeless shelter if an eviction order was granted. The Tribunal noted the poor state of repair of the Property evidenced by the photographs lodged. Mr Monir said that the Property was not in the best state of repair but the community around him and the garden which he worked in close to the Property was very important to him. Mr Monir told the Tribunal that he had lost confidence some time ago that any repairs would be carried out to the Property. Mr Monir said that he'd made a lot of friends in the local community which was invaluable to him.
15. The Tribunal noted the letters lodged on behalf of Mr Monir from his GP dated

16 August 2023 and 24 April 2025 and asked if either doctor was aware of the state of repair of the Property. Mr Monir said that they knew he was facing eviction but they did not know about the state of repair of the Property.

16. The Tribunal asked if Mr Monir had actually applied to the local authority for housing assistance. Ms McBride said that due to the housing crisis, the homeless team would not treat anyone as homeless until an eviction order was granted. The Tribunal noted the poor state of repair of the Property and asked if Mr Monir had considered applying for alternative accommodation. Ms McBride said that the Respondent's instruction to her was that he wished to stay in the Property. The Tribunal asked Mr Monir if the continued deterioration in the Property would have a negative impact on him. He said that it had already affected him. He said that the Applicant had referred to him not allowing access to the Property. He said there had been a handful of times when that had happened and he preferred to have a friend with him if third parties were entering the Property. The Tribunal asked Mr Monir if he had housing support. He said that Ms McBride had given him information regarding housing options. The Tribunal asked Mr Monir if he understood that if the mortgage provider repossessed the Property he could face eviction. He said that he understood that.
17. Mr Deen referred to the e-mail which he had lodged from a neighbour of the respondent called Karen Parsons. He said that the e-mail referred to the Respondent taking drugs in the Property. Mr Monir said that Karen Parsons was one person in the building that he did not know very well as she stays in London for part of the year. Mr Monir said that he smoked at his window and there may have been instances of arguments with a previous partner. Mr Deen asked Mr Monir if he smoked cannabis. Mr Monir said that he did.
18. Mr Deen said that at Apex Services they provide accommodation for Glasgow City Council. He said that Mr Monir could stay close to his community as there is accommodation provided for homeless individuals at the Queen's Park Hotel which is close to the Property. Mr Monir said that he understood a number of people had died there and that would not be somewhere he would wish to be. He said that staying there would be a disaster for his mental health. Mr Deen said that Govanhill Housing Association was also close by. Mr Monir said he knew that but he understood there would be a long wait for accommodation with Govanhill Housing Association of 52 weeks.
19. In summary Mr Dean told the Tribunal that the Applicant needs to sell the Property to pay off the mortgage on the Property. He said that any delay in selling the Property impacts the Applicant's mental health. He said that if the mortgage provider repossessed the Property that would further negatively impact the Applicant's mental health and it may lead to her losing her job and impacting her finances.

20. In summary, Ms McBride said that the grant of an eviction order would have a significant impact on the Respondent's mental health. She said that he is estranged from his family and has created a safe environment in his local community. She said that if he was homeless he could be housed far away from that community.
21. Ms McBride suggested that, if the Tribunal was minded to grant an order for possession, the Tribunal could suspend implementation of any order for a period of three months to allow the Respondent to engage with the homeless team. The Tribunal asked Ms McBride if she has fully explained to the Respondent that if the Property is repossessed by the mortgage provider, they could apply for an eviction order. Ms McBride said she had explained matters to the Respondent and her experience was that mortgage providers did not act quickly to evict tenants. As regards the possibility of delaying enforcement of any order granted Mr Deen said that the Applicant would be content to delay enforcement for a period of two months.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement for the Property which commenced on 12 April 2020.
2. The Property has 3 bedrooms and 2 bathrooms.
3. A Notice to Leave was served on the Respondent by email on 23 April 2024. It stated that an application for an eviction order would not be submitted to the Tribunal before 20 July 2024.
4. Notification was provided to the Local Authority in terms of Section 11 of the Homelessness Etc. (Scotland) Act 2003 on 18 May 2024.
5. Hessonite Mortgages hold a standard security over the Property.
6. The mortgage over the Property expired on 1 May 2024 with a sum due of £179,395.19.
7. By letter dated 2 June 2025 Hessonite Mortgages stated that they would commence possession proceedings.
8. The Applicant holds title to the Property and is entitled to sell the Property.
9. The Applicant intends to sell the Property or at least put it up for sale within 3 months of the Respondent ceasing to occupy it.

10. If the Property is repossessed by Hessonite Mortgages, that may have a negative impact on the Applicant's employment.
11. The photographs lodged on behalf of the Respondent indicate that the Property is in a poor state of repair.
12. The Respondent has established a supportive community in the locality of the Property.
13. Being evicted from the Property will have a negative impact on the mental health of the Respondent.
14. The Respondent has not taken steps to identify alternative accommodation.

Findings in Fact and Law

1. The ground for eviction has been established.
2. It is reasonable to grant an order for possession of the Property.

Reasons for the Decision

22. In terms of section 51 of the Act, the Tribunal is to issue an eviction order against the tenant under a private residential tenancy if, on an application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies. In the Application the Applicant stated that they sought recovery of possession of the Property on the basis set out in Ground 1 which is that the landlord intends to sell the Property. The Tribunal may find that the ground applies if the landlord is entitled to sell the let property and intends to sell it for market value or at least put it up for sale within 3 months of the tenant ceasing to occupy.
23. The evidence lodged with the application of intention to sell was: agency agreement with Slater Hogg and Howison regarding the sale of the Property dated 5 May 2023; copy letters to the Applicant from Hessonite Mortgages dated 3 and 9 May 2024 regarding the expiry of the mortgage term on the Property at 1 May 2024; copy email from Slater Hogg and Howison dated 18 February 2025 in which they stated that once vacant possession of the Property was obtained, they would market the Property; copy letter from Hessonite Mortgages dated 10 February 2025 and 2 June 2025 regarding expiry of the mortgage and their intention to commence repossession action; affidavit of the Applicant dated 9 May 2025; quote from Noe Building Contractors date 17 April 2025 regarding works to be carried out to the Property estimated to take 2 months and email from Slater Hogg and Howison dated 22 May 2025 stating they would market the Property with a repair order in place.

24. In the written representation lodged the Respondent did not dispute *“that the Applicant’s primary motivation for selling.. is to generate funds to repay the outstanding mortgage..”*. The issue disputed by the Respondent was whether or not the Applicant intended to carry out refurbishment works to the Property and how long those works would take. The Applicant’s evidence was that a contractor engaged by her had told her that the works would take 2 months but she had not decided whether or not to carry out the works. She had been given valuations for the Property based on the current state of repair and a refurbished state of repair.
25. The Tribunal considered the evidence provided and determined that the ground for eviction had been established. The Applicant holds title to the Property and is therefore entitled to sell. It was apparent that the mortgage over the Property had expired and the mortgage provider had indicated an intention to commence repossession proceedings. The Applicant had engaged with Slater Hogg and Howison regarding the sale of the Property, either refurbished or in its current state, and with the repairs order outstanding. She had considered all options. The documents lodged and the oral evidence of the Applicant strongly indicated that the Applicant intends to sell the Property for market value or at least put it up for sale. The issue raised by the Respondent was that the Applicant may not market the Property within 3 months if refurbishment works are being carried out. The Applicant had lodged a quote from a contractor which stated that the required works would take 2 months. Whilst the Respondent disputed that, they did not offer any alternative timescale for the proposed works. In any event, the Applicant’s evidence was that she had not decided whether or not to do the works. Taking all of the evidence together, the Tribunal determined that the ground for eviction had been established.
26. Having decided that the ground for eviction has been established, the Tribunal requires to determine whether or not it is reasonable to grant an order for possession of the Property. When addressing the question of reasonableness, the Tribunal has a judicial duty to consider the whole circumstances in which the application is made. Some factors may have little or no weight, others may be decisive but it is wrong for the Tribunal to exclude from consideration matters which they ought to take into account. The Tribunal must objectively balance the rights and interests of both Parties.
27. The Tribunal considered all of the evidence placed before it and as summarised in this Decision. Having considered all of the circumstances, the Tribunal determined that it is reasonable to issue an eviction order. In reaching its decision the Tribunal attached particular weight to the fact that the mortgage over the Property has expired and the mortgage provider has stated their intention to commence repossession action as well as the impact that

repossession proceedings by the mortgage provider may have on the Applicant's employment. In the event of the Tribunal deciding not to grant an order for possession, it may be that within a matter of months the Respondent could be facing another application for an eviction order by the mortgage provider. The Tribunal also took into account the negative impact on the Applicant's mental health and financial situation if she is unable to sell the Property although the Tribunal was mindful that there was no independent medical evidence regarding the Applicant's health and no evidence was provided regarding her overall financial position, other than the oral evidence given by the Applicant.

28. The Tribunal recognised that granting the order sought will have a negative impact on the Respondent's mental health. That was supported by the letters lodged by the Respondent from his GP. The Tribunal also recognised that the Respondent relies on the support of his local community. The Tribunal noted that the Respondent had taken no steps to identify alternative accommodation. It was accepted that the Respondent had received general advice concerning the Local Authority granting him homeless priority if an eviction order was granted, however no application for alternative housing options support had been made or pursued.

29. Having balanced the rights and interest of both Parties the Tribunal considered that it was reasonable to grant an order for possession of the Property but to delay enforcement until 10 October 2025 to allow the Respondent an opportunity to make inquiries regarding alternative accommodation.

Decision

30. The Tribunal determined to grant an order for possession of the Property and to delay enforcement of the order until 10 October 2025.

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.

J Devine

**Joan Devine
Legal Member**

Date : 14 August 2025