

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/25/0526

Re: Property at 17 Graham Place, Helensburgh, G84 9EU (“the Property”)

Parties:

Scott Andrew Petro, 19 Camperdown Court, Helensburgh, G84 9HH (“the Applicant”)

Gail Brown, 17 Graham Place, Helensburgh, G84 9EU (“the Respondent”)

Tribunal Members:

Joel Conn (Legal Member) and Gordon Laurie (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

1. This is an application by the Applicant for an eviction order in regard to a Private Residential Tenancy (“PRT”) in terms of rule 109 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”). The PRT in question was by the Applicant to the Respondent, though unwritten. It was said to have commenced in or around September 2018, with a first rental payment made in April 2019.
2. The application was dated 6 February 2025 and lodged with the Tribunal on that date. The application relied upon a Notice to Leave in terms of section 50 of the *Private Housing (Tenancies) (Scotland) Act 2016* dated 26 August 2024 and said to be served upon the Respondent by recorded delivery service, signed for on 27 August 2024. The Notice relied upon Ground 1 of Schedule 3 Part 1 of the 2016 Act, being that “the landlord intends to sell”. In regard to Ground 1, the body of the notice made reference to the Applicant residing with his parents since the parties’ relationship ended, and how he sought to sell the Property to fund the

purchase of a new property to live in. The Notice to Leave intimated that an application to the Tribunal would not be made before 21 November 2024.

3. The application papers included a “sole selling rights agreement” with Clyde Property dated 21 March 2025.
4. Evidence of a section 11 notice in terms of the *Homelessness Etc. (Scotland) Act 2003* served upon Argyll & Bute Council on 6 February 2025 was included in the application papers.

The Hearing

5. The matter called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 10 October 2025 at 14:00. We were addressed by Nicole Kelly, solicitor, BTO for the Applicant. There was no appearance for the Respondent.
6. We sought confirmation from the Tribunal’s clerk as to any contact from or on behalf of the Respondent but there had been none. The Applicant’s agent confirmed that there had been no contact with the Respondent in recent months apart from the parties having scant contact when they attended to custody and access arrangements for their daughter (said to be 12 at the time of the start of the application).
7. We were told that the parties’ last material contact regarding the Tenancy was around the time of the expiry of the Notice to Leave, when the Respondent had sought to remain in the Property until around Christmas 2024. She made her last payment of rent in late December 2024 (being only a partial payment) and had neither made payments nor engaged with the Applicant regarding the Tenancy since. In all the circumstances, and having not commenced the CMD until 14:05, we were satisfied to hear the application in the absence of the Respondent. (In any event, neither the Respondent nor anyone on her behalf sought to dial into the CMD call at any time before its conclusion.)
8. We sought further information from the Applicant’s agent on the reasons for the intended sale. Though she did not have an explanation why the Applicant sought to sell the Property, rather than move in himself, she was aware that the Applicant was in a new relationship and suspected that either he sought a fresh start or a different-sized property. Either way, the Applicant was said not to be able to afford a new home without first selling the Property.
9. The application explained that the Respondent paid only the mortgage amount by way of rent, this being the parties’ agreement when the Respondent’s occupancy was solidified in or around September 2018. At the time of the Notice to Leave, the monthly rent was £400.92 though payments received in 2024 (as evidenced by an extract from the Applicant’s bank account records) listed most of the payments at around £450 (plus the final partial payment of £250 on 27 December 2024). The Applicant’s agent believed that the reason for the varied payments was a combination of the changes in mortgage rates and that the Respondent required to recompense the Applicant for certain bills.

10. In respect of the background of the Tenancy, the application explained that the parties were formerly in a relationship and had a daughter together. After they separated in September 2017, the Applicant moved in with his parents and the Respondent and their child remained at the Property. In or around September 2018, the parties agreed that the Respondent would continue to reside but as a tenant, paying rent to the Applicant equivalent to the passing mortgage payment. A PRT thus came into existence. The first rental payment was made on 13 April 2019, for £600. No written PRT was prepared (and there was no reference to the Respondent having ever sought one).
11. In respect of reasonableness, we were provided with the following further information.
 - a. The Property was believed to be a mid-terraced house.
 - b. The Applicant, on collecting his daughter from the Property, had noticed a deterioration in the cleanliness and tidiness of the Property internally. Looking through the front door, he had noticed rubbish lying around.
 - c. Concerned about the state of the Property, the Applicant had requested that his daughter come live with him. The parties had agreed that.
 - d. The Respondent now lived alone at the Property.
 - e. The Property is not known to be adapted for the use of the Respondent nor especially suitable for her needs.
 - f. The Respondent had previously implied that she would move out around the end of 2024 but had failed to do so, and had thereafter ceased to discuss the Tenancy or make rental payments.
 - g. The Applicant was now paying the mortgage over the Property with no rental income since the end of December 2024.
12. No motion was made for expenses.

Findings in Fact

13. The Property is the Respondent's only known residence and has been since before 2017.
14. In or around September 2018, the Applicant agreed to let the Property to the Respondent under an unwritten Private Residential Tenancy ("PRT") agreement ("the Tenancy").
15. The Respondent made her first rental payment on or about 13 April 2019 and paid regular monthly rental payments to the Applicant until December 2024.
16. On 26 August 2024, the Applicant's legal agent drafted a Notice to Leave in correct form addressed to the Respondent, providing the Respondent with notice, amongst other matters, that the Applicant wished to sell the Property.
17. The Notice to Leave provided the Respondent with notice that no application would be raised before the Tribunal prior to 21 November 2024.

18. A copy of the Notice to Leave was served on the Respondent by recorded delivery, and delivered on 27 August 2024.
19. The Applicant raised proceedings for an order for eviction with the Tribunal, under Rule 109, relying on Ground 1 of Schedule 3 Part 1 of the 2016 Act, on 6 February 2025.
20. A section 11 notice in the required terms of the Homelessness Etc. (Scotland) Act 2003 was served upon Argyll & Bute Council on 6 February 2025.
21. The Applicant has instructed Clyde Property to market the Property.
22. The Applicant wishes to sell the Property with vacant possession in early course. He wishes to discontinue acting as landlord of the Property and sell the Property to raise funds to purchase a new home for himself.
23. The Applicant has been living with his parents since in or around 2017 when he and the Respondent separated and he left the Property.
24. The Respondent has resided at the Property with the parties' daughter though currently occupies the Property alone.
25. As of 10 October 2025, the Respondent was in over 10 months' arrears of rent.
26. The Respondent keeps the Property in a poor and untidy condition internally.
27. On 28 August 2025, a Sheriff Officer acting for the Tribunal intimated the CMD of 10 October 2025 upon the Respondent.

Reasons for Decision

28. The application was in terms of rule 109, being an order for eviction under a PRT. We were satisfied on the basis of the application and supporting papers that the Notice to Leave had been competently drafted and served upon the Respondent. In any case, she did not appear nor extend a defence in regard to the validity of the Notice.
29. Ground 1 of Schedule 3 to the 2016 Act (as amended and applying to this application) applies if:
 - (1) *...the landlord intends to sell the let property.*
 - (2) *The First-tier Tribunal may find that the ground named by sub-paragraph (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.*

30. The agreement with Clyde Property constitutes evidence under paragraph (3) and this was augmented by the application and oral submissions as to the intention to sell. On the basis of the submissions for the Applicant we agreed that paragraphs (2)(a) and (b) were satisfied. In any event, the Respondent did not appear nor extend a defence challenging the ground for eviction.
31. We therefore considered whether it was reasonable to issue an eviction order under paragraph (2)(c). We accepted the Applicant's reasons for wishing to sell. In the absence of an appearance for the Respondent, we were provided with nothing to counter the Applicant's submissions on reasonableness to evict. In any case, the Applicant's arguments were substantial, especially in regard to the mounting arrears and concerns about the condition of the Property. We were satisfied that it was reasonable to evict at this time.
32. The Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal. On the basis of the information held, we are thus satisfied to grant an order for eviction at this time in normal terms.

Decision

33. In all the circumstances, we grant an order against the Respondent for eviction from the Property under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 further to ground 1 of Schedule 3 of that Act.

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.

Joel Conn

10 October 2025

Legal Member/Chair

Date