



**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 (“the 1988 Act”)**

Chamber Ref: FTS/HPC/EV/24/3013

Re: Property at Flat 1/1, 20 Bulldale Place, Glasgow, G14 0NE (“the Property”)

Parties:

Mr Adnan Alshoufi, 11 Rogers Place, Newtown Breda, Belfast, BT8 7US (“the Applicant”)

**Ms Joanna Ziolkowska, Ms Teresa Ziolkowska, Flat 1/1, 20 Bulldale Place,
Glasgow, G14 0NE (“the Respondents”)**

Tribunal Members:

Sarah O'Neill (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that there was a short assured tenancy in place between the parties. It then determined that an order for recovery of possession should be granted in favour of the Applicant. The Tribunal delayed execution of the order until 15 January 2026.

Background

1. An application was received from the Applicant’s solicitor on 2 July 2024 under rule 66 of Schedule 1 to the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (‘the 2017 rules’) seeking recovery of possession of the property under a short assured tenancy by the Applicant against the Respondents.
2. Attached to the application form were:
 - (i) Copy tenancy agreement between the Applicant and first Respondent which commenced on 1 July 2010 and ran for a period of 12 months, together with form AT5 (dated 30 May 2010) relating to that tenancy.

- (ii) Copy tenancy agreement between the Applicant and both Respondents, which commenced on 1 July 2011 and ran for a period of 12 months, together with form AT5 (dated 10 June 2011) relating to that tenancy.
 - (iii) Further tenancy agreements between the parties, each for a period of 12 months commencing on 1 July in the years 2012, 2013, 2014, 2015, 2016, 2017, 2019 and 2021, together with a form AT5 in respect of each of these tenancy agreements.
 - (iv) Copy notices required under section 33 of the 1988 Act ('the section 33 notice') dated 3 April 2024 and addressed to each Respondent.
 - (v) Copy Notices to Quit dated 3 April 2024, one addressed to each Respondent, requiring them to remove from the property on or before 30 June
 - (vi) Copy certificates of service, one for each Respondent, certifying that the Notice to Quit and section 33 notice had been served on them by sheriff officer on 8 April 2024.
 - (vii) Copy notice under section 11 of the Homelessness etc (Scotland) Act 2003 addressed to Glasgow City Council, together with covering email dated 2 July 2024.
 - (viii) Signed statement by the landlord dated 2 July 2024.
3. The application was accepted on 24 July 2024.
4. A case management discussion (CMD) was scheduled for 9 December 2024. On 19 November 2024, a letter was received from the second Respondents requesting a postponement because the Respondents wished to seek legal representation. They said that they believed the Applicant had made procedural mistakes and that they had a lot of material regarding this but were unsure what was legally relevant. The original Tribunal agreed to postpone the CMD further to the Respondents' postponement request.
5. The present Tribunal issued a direction to the parties on 23 April 2025. The Respondents were invited to make any written submissions they wished the Tribunal to consider at the adjourned CMD. The Applicant was directed to make written submissions about why he considered that :
- a) there was a short assured tenancy (SAT) in place between the parties, rather than a private residential tenancy, and
 - b) the Notices to Quit dated 3 April 2024 and served on the Respondents on 8 April 2024 were valid.
6. A response to the direction was received from the Applicant's solicitor on 8 May 2025. No response or any other written representations were received from the Respondents prior to the adjourned CMD.

The adjourned case management discussion

7. The adjourned CMD was held by teleconference call on 15 May 2025. The Applicant was present on the teleconference call and was represented by his solicitor, Mr Paddy O'Donnell of Aberdein Considine. The Respondents were not present or represented.
8. The Tribunal noted that the notification letter regarding the CMD had been sent to the Respondents by recorded delivery. The Applicant told the Tribunal that he had visited the property on 28 April 2025 and had spoken to the Respondents then. He said that they were aware of the CMD, which they had discussed. The Tribunal proceeded with the CMD in the absence of the Respondents.
9. Having carefully considered all of the evidence, the Tribunal decided that the relevant ground for eviction had been evidenced. It decided that on balance, it was reasonable to grant an eviction order. It therefore determined that an order for recovery of possession should be granted in favour of the Applicant. The Tribunal's decision of 15 May 2025 was sent to the parties on 23 May 2025.

Recall of the Tribunal's original decision of 15 May 2025

10. On 18 June 2025, a letter dated 6 June 2025 was received from the Respondents by post. This stated: "We would like to formally appeal to the tribunal regarding our eviction case..." and went on to give several reasons for this. These included their lack of representation, an assertion that the tenancy agreement was not a SAT and that they had not received the notification of the CMD.
11. The Tribunal noted that the Respondents' letter of 6 June 2025 appeared to be intended as an application for permission to appeal its decision of 15 May 2025. It noted that one of the points raised by the Respondents was that they were not notified of the adjourned CMD of 15 May. Having investigated the matter further, the Tribunal became aware that, while the notification letters were sent to the Respondents by recorded delivery post, the tracking number was not uploaded to the Tribunal's systems due to an administrative error. The Tribunal was therefore unable to confirm whether the notification letters were signed for.
12. The Tribunal's preliminary view was that there was an arguable point of law that the Respondents were not given fair notice of the CMD and were therefore unable to participate in the proceedings. The Tribunal was aware, however, that if it were to grant permission to appeal to the Upper Tribunal, there was likely to be a significant delay in progressing the matter.

13. Bearing in mind the Tribunal's overriding objective, and its power under rule 16A of the 2017 rules to regulate its own procedure, the Tribunal was therefore minded to treat the Respondents' letter as an application for recall of its decision of 15 May 2025 in terms of rule 30 of the 2017 rules, subject to the parties' views. It wrote to both parties seeking their views by 6 August 2025. The Applicant (who was no longer represented by a solicitor) responded on 25 July 2025, indicating that he did not agree to a recall of the decision. No response was received from the Respondents by 6 August 2025. It became apparent that the Tribunal's letter of 16 July, which had been sent by recorded delivery, had not been delivered.
14. In the circumstances, and bearing in mind the overriding objective (in particular avoiding delay, so far as compatible with the proper consideration of the issues), the Tribunal decide to treat the Respondent's letter of 6 June 2025 as a recall application under rule 30 of the 2017 rules. It considered that the letter set out why it would be in the interests of justice for the decision to be recalled, namely that the Respondents had not been notified of the CMD. It also considered that the Applicant's email of 25 July 2025 should be treated as a statement of objection to the recall application in terms of rule 9(8) of the rules.
15. In its recall decision of 20 August 2025, the Tribunal decided to allow the recall application, although late, as cause had been shown by the Respondents. It noted that in addition to not having received notification of the CMD, the Respondents raised a number of other points in their letter of 6 June 2025. These included their lack of representation and their assertion that they did not have a SAT because they had never received or signed a form AT5. The Tribunal noted that the Respondents were not legally represented. Bearing in mind the Tribunal's overriding objective to deal with the proceedings justly, it considered that in all the circumstances, it would be in the interests of justice to give the Respondents a further opportunity to put forward their case. The Tribunal therefore decided that it would be in the interests of justice to recall its decision of 15 May 2025.
16. In the recall decision (at paragraph 25), the Tribunal expressed its wish to make clear to the Respondents that the Tribunal is an impartial judicial body, and is not responsible for arranging representation for parties, which was for the parties themselves to arrange.
17. The Tribunal also noted *at paragraph 26 of the decision) that the Respondents stated in their letter of 6 June that they were agreeing to the eviction process, but did not wish to end up with nowhere else to go. The Tribunal observed that Respondents may wish to seek advice and/or representation from the citizens' advice bureau, a solicitor, law clinic or other advice agency as soon as possible.

Further procedure

18. The Tribunal issued a second direction on 20 August 2025 to the parties

alongside the recall decision. This invited both parties to make any further written submissions which they wished the Tribunal to consider at the hearing at least 7 days before the hearing, including any submissions regarding:

- a) whether there was a SAT in place between the parties.
- b) whether it would be reasonable to grant an eviction order in all the circumstances.

19. Notice of the teleconference hearing scheduled for 7 October 2025, together with the recall decision and the Tribunal's direction of 20 August 2025, was served on the Respondents by sheriff officer on behalf of the Tribunal on 28 August 2025.
20. A letter from the Respondents dated 23 September 2025 was received by post on 25 September 2025. This stated that the first Respondent, Ms Joanna Ziolkowska, was partially deaf, and wished to use a service called Relay UK to participate in the hearing. If the use of this service was not permitted, they wished to request that the teleconference hearing be changed to either a videoconference or in-person hearing. They also said that they had been unable to obtain legal representation, and had no reply to their request for representation.
21. Further submissions were received from the Applicant on 1 October 2025.
22. The Tribunal administration wrote to the Respondents by first class post and recorded delivery on 3 October 2025, enclosing a copy of the Applicant's submissions. The covering letter stated that while it was possible to change the hearing to a video conference, this could not be done in time for the hearing, as an email address for the Respondents would be required to set this up. The Tribunal did not have confirmed email addresses for them. It was explained that the Tribunal does not allow recording of a hearing, and has no systems in place for the use of Relay UK. The Tribunal therefore intended to proceed with the hearing by teleconference as planned.

The hearing

23. A hearing was held by teleconference call on 7 October 2025. The Applicant was present on the teleconference call and represented himself. Both Respondents were present and represented themselves.

Preliminary issues

24. The Tribunal considered two preliminary issues regarding the application.
25. Firstly, the second Respondent, Ms Teresa Ziolkowska, told the Tribunal that she would speak for both Respondents, and would translate for her mother, the

second Respondent, where necessary. The Legal Member noted that the Tribunal had been unaware that the first Respondent had hearing difficulties prior to receiving the Respondents' letter on 25 September 2025. She asked the first Respondent whether she was able to continue with the teleconference hearing. The first Respondent said that she was wearing her hearing aids and was happy to continue. The Tribunal noted that throughout the hearing, the first Respondent would occasionally respond directly to comments or questions by the Tribunal, indicating that she was able to hear and understand what was being said.

26. Secondly, the Tribunal noted that it appeared from the various communications received from the Respondents that they wished to dispute that there was a SAT in place between the parties. The Respondents confirmed that they wished to dispute the validity of the application. They had previously taken advice from Shelter, and they did not believe that their tenancy was a private residential tenancy (PRT) . Rather, they believed that it was in fact an assured tenancy, rather than an SAT, because they said they had neither received nor signed a form AT5 at the start of the tenancy.
27. A previous application by the Applicant to the Tribunal had been rejected because he had not submitted the correct paperwork. The Respondents said that he had submitted the same paperwork with the present application, and they could not understand why the application had been accepted this time.
28. In its direction of 23 April 2025, the Tribunal had directed the Applicant to make written submissions about why he considered that there was a SAT in place between the parties, Submissions on this point had been made by the Applicant's solicitor, which the Tribunal had accepted at the adjourned CMD. The Applicant had again sent these submissions to the Tribunal prior to the hearing.
29. The Applicant said that he had been assured by his former solicitor that the tenancy between the parties was a SAT. He had sent a new tenancy agreement to the Respondents every year, with a new form AT5 each time. He had given the first Respondent a form AT5 before the start of the initial tenancy between them, which commenced on 1 July 2010. He had also given the Respondents a form AT5 before the start of the later tenancy between himself and both Respondents on 1 July 2011, as well as in subsequent years. The Respondents had kept one copy of the documents and sent the second one back signed each year.
30. The first Respondent said that she had not received the form AT5 prior to her first tenancy agreement in 2010, but that the Respondents had received an AT5 in each of the subsequent years. She initially said that the Respondents had received the form AT5 in 2011, but only after signing the tenancy agreement. She

then later said they had not received this or any of the other AT5s for later years which had been submitted by the Applicant.

31. The Legal Member noted that the Respondents had had several opportunities to provide evidence that there was no SAT in place, but had not done so. The original CMD had been adjourned at their request to allow them to seek representation and make submissions on this matter. The present Tribunal had invited the Respondents to make written submissions in its direction of 23 April 2025, in advance of the adjourned CMD. They had again been invited to make submissions on whether there was a SAT in place in the Tribunal's direction of 20 August 2025. They had not, however, made any submissions about this matter prior to the hearing.
32. The Tribunal noted that it appeared that the Respondents had expected the Tribunal to arrange representation for them. As the Tribunal had pointed out in its recall decision, it was unable to do so, as an impartial judicial body.
33. While the Tribunal was aware that the Respondents were not represented, the proceedings had now been ongoing for 15 months and it had now been 10 months since the date of the original CMD. It had now been over 14 years since the start of the original tenancy agreement, and it was a matter of fact whether there was a SAT in place between the parties. The Tribunal would therefore make a decision on the basis of the evidence before it whether on the balance of probabilities there was an SAT in place.
34. The Tribunal adjourned the hearing for a short period to consider whether it was satisfied that the application was valid and that the ground for eviction had been met. It decided that on the balance of probabilities there was an SAT in place between the parties, and that the ground for eviction had been met, for the reasons set out later in this decision.
35. The Tribunal therefore went on to invite submissions from the parties regarding whether it was reasonable to grant an eviction order in all the circumstances of the case. Before doing so, the Legal Member again checked with the Respondents whether they were happy to continue with the hearing. They indicated that they were both content to do so.

The Applicant's submissions

36. The Applicant said that he was seeking an eviction order because he wished to sell the property. He had bought the property as a new build in 2006. He had moved to Northern Ireland in 2009 because his wife was pursuing postgraduate studies there, and had rented out the property to the Respondents. He had

changed the mortgage to an interest only mortgage in 2009, as this was easier financially than a repayment mortgage at that time. He had not intended to be a landlord in the longer term.

37. He had first told the Respondents that he planned to sell the property in around 2017. The Respondents had asked him to delay the eviction for around 2-3 years, and he had agreed to this in order to help them. Then during the pandemic it had been difficult to end the Respondents' tenancy. He had hoped that they would agree to leave, but as they had refused to do so, he had to give them notice to quit and then raise eviction proceedings. He had reached an agreement to sell the property to a prospective buyer with an entry date of 30 June 2022. This had fallen through, however, as the Respondents had refused to leave without a legal eviction order. He had made a previous application to the Tribunal in October 2022, which had been unsuccessful.
38. He now lives in a rented property in Northern Ireland, with his wife and their 13 year old twins. One of the children is disabled and his wife cares for them and is unable to work. The property is the only property he owns, and the equity in the property represents his life savings. He needs to sell the property to release this equity in order to buy a home for himself and his family to live in. He hopes to buy his current rental property from his own landlord when he is in a position to do so.
39. The Respondent is employed as a doctor. He financed his wife's postgraduate studies for 10 years until 2024. He is also supporting his wider family in Syria, and wishes to go and visit them soon, which will be an expensive trip. He is unable to do so at the moment due to his financial hardship due to having been unable to sell the property.
40. It is currently costing him several hundred pounds a month to keep the property on. Following the rise in interest rates, the mortgage interest is higher than the rent. He also has other costs relating to the property, including factoring costs, and cover for appliances. He also had to replace the boiler last year. His current mortgage comes to an end in October 2026 and if the property is not sold by then, it is likely to be repossessed by his lender.
41. The Applicant believes that he has been very fair with the Respondents, but that he must now be allowed to repossess his property after many years of attempting to do so. He feels that it is very unfair that he has had to wait so long for this to happen.

The Respondents' submissions

42. The Respondents said that they did not dispute what the Applicant had said in his submissions. They have been on the waiting list for alternative accommodation for four years and have not yet been offered anything suitable. The second Respondent is physically disabled and there are a lack of suitable properties available in Glasgow.
43. The second Respondent has a condition called kyphoscoliosis, which affects her spine and other tissue. She also has a connected genetic heart condition, lung capacity issues and poor eyesight. She uses a wheelchair when she is outside of the property, which is a first floor flat. She is unable to work, and the first Respondent is her carer. The first Respondent helps her to get downstairs when she needs to go out. While occupational therapy and social work have been to look at the property, no adaptations have been made to it for her. The first Respondent is approaching retirement age and currently works part-time as a housekeeper in a hotel.
44. The Respondents have spoken to the Council, which is aware of their situation. They are currently afforded the highest priority, and have been told they will get more priority if they are given an eviction order. They wish to stay in the west of the city, as this is close to the doctor, hospital and bus access. The Tribunal asked whether they have support from social work or other agencies. The second Respondent said that she previously had a support worker, but she is no longer eligible for this. Otherwise they have no support from any agencies.
45. They have always paid their rent, but they are unable to afford anything else in the private rented sector. There are few properties available and they are all taken very quickly, and are often unsuitable. They need somewhere suitable for their needs, which also offers them greater security.
46. The Legal Member noted that in their letter of 6 June 2025, they had said that they were agreeing to the eviction process, but did not wish to end up with nowhere else to go. The Respondents confirmed that they did agree to the eviction taking place, but wanted to make sure that the process was carried out in a legally sound manner.

Findings in fact

47. The Tribunal made the following findings in fact:
- i. The Applicant is the sole owner of the property.
 - ii. The property is the only property owned by the Applicant.

- iii. There is a short assured tenancy in place between the parties.
- iv. The tenancy commenced on 1 July 2011 for a period of 12 months. It has continued since that date on a yearly basis until 30 June 2024.
- v. The form AT5 dated 10 June 2011 was in the prescribed format and was served on the Respondents before the constitution of the original SAT between the parties which commenced on 1 July 2011 and was validly constituted.
- vi. The Notices to Quit and the section 33 notices dated 3 April 2024 stated that the Applicant required vacant possession of the property on or before 30 June 2024. These provided more than two months' notice of vacant possession.
- vii. The notices dated 3 April 2024 were validly served on the Respondents by sheriff officer on 8 April 2024.
- viii. The tenancy reached its end on 30 June 2024.

Reasons for decision

48. In making its decision, the Tribunal carefully considered all of the evidence before it as at the date of the hearing. This included all of the written evidence which the parties had submitted and the oral submissions of the parties at the hearing. In doing so, the Tribunal applied the civil burden of proof, which is the balance of probabilities.

Whether there was an SAT in place

49. Firstly, the Tribunal considered whether there was a SAT in place between the parties. It considered the arguments set out in Mr O'Donnell's response of 8 May 2025 to its direction, which the Applicant had again submitted before the hearing. This was primarily aimed at explaining why the tenancy was not a PRT, when it was now apparent that the Respondents' argument was that it was in fact an assured tenancy.

50. Mr O'Donnell had referred to Section 32 of the 1988 Act, which states:

“ (3)... if, at the finish of a short assured tenancy –

(a) it continues by tacit relocation; or

(b) a new contractual tenancy of the same or substantially the same premises comes into being under which the landlord and the tenant are the same as at that time,

the continued tenancy shall be a short assured tenancy.....”.

51. He also pointed to Regulation 6 ('the Saving Provision') of the Private Housing (Tenancies) (Scotland) Act 2016 (Commencement No. 3, Amendment, Saving

Provision and Revocation) Regulations 2017. which has the effect that a new contractual tenancy created after 1 December 2017 is an SAT under the 1988 Act where:

- It comes into being at the ish of an existing short assured tenancy
- It is of the same or substantially the same premises
- It has the same landlord and tenant

52. He also referred to the Upper Tribunal decision in Boyle v Ford [2023 \[UT\] 04](#), which concerned a similar situation to that of the present application. It was held in that case that all that was required for Section 32(3)(b) of the 1988 Act to apply was that both parties under a post-December 2017 tenancy agreement were to be the same as the previous agreement. He also noted that (as per Sheriff Jamieson in Boyle v Ford at paragraph 31), although the Applicant had issued AT5s each year with the renewed lease documentation, this was not a necessity if the original lease and AT5 were valid.

53. Mr O'Donnell submitted that an SAT had been created between the parties on 1 July 2011 and that this tenancy was still in place. The Applicant had re-issued to the Respondents updated lease paperwork each year on or around the anniversary of the original agreement, which the Respondents had signed. While no new tenancy agreement had been signed between 1 July 2019 and 1 July 2021, the tenancy had continued from 1 July 2020 - 30 June 2021 by tacit relocation. Likewise, it had continued by tacit relocation from 1 July 2021 until 30 June 2024 on an annual basis. The tenancy agreement had therefore never come to an end and so was not a private residential tenancy, but a SAT.

54. The Tribunal was satisfied on the basis of Mr O'Donnell's submissions that the tenancy was not a PRT. The question then was whether it was in fact an SAT, or an assured tenancy. The Respondents made oral submissions at the hearing that it was not an SAT, because they had not received a form AT5 prior to the original tenancy agreement between the parties.

55. Section 32 of the 1988 Act sets out the requirements for an SAT to be created:

Short assured tenancies

(1) A short assured tenancy is an assured tenancy—

(a)which is for a term of not less than six months; and

(b)in respect of which a notice is served as mentioned in subsection (2) below.

(2) The notice referred to in subsection (1)(b) above is one which—

(a) is in such form as may be prescribed;

(b) is served before the creation of the assured tenancy;

(c) is served by the person who is to be the landlord under the assured tenancy (or, where there are to be joint landlords under the tenancy, is served by a person who is to be one of them) on the person who is to be the tenant under that tenancy; and

(d) states that the assured tenancy to which it relates is to be a short assured tenancy.....

56. For the avoidance of doubt, the Tribunal considers the relevant tenancy agreement to be the agreement between the Applicant and both Respondents, which commenced on 1 July 2011. While there had been a previous tenancy agreement for the property between the Applicant and the first Respondent for 12 months from 1 July 2010, the Tribunal considered that the parties had agreed to a new tenancy from 1 July 2011, which all of them had signed.
57. The tenancy agreement dated 20 June 2011, which was signed by the Applicant on 10 June 2011 and by the Respondents on 20 June 2011, stated that it was a SAT. The tenancy commenced on 1 July 2011 and was for a period of 12 months. The Applicant had submitted a signed form AT5 addressed to both Respondents and signed by the Applicant on 10 June 2011. The form AT5 was in the prescribed form and stated that the tenancy to which it related was to be a SAT.
58. The tenancy agreement therefore appears on the face of it to meet the requirements of section 32 for the creation of a SAT. Given the date when the tenancy agreement began, it was an assured tenancy. It was for a term of not less than six months. The AT5 was in the prescribed form and was dated before the creation of the assured tenancy. The question posed by the Respondents is whether the AT5 was served on them by the Applicant *before the creation of the assured tenancy*.
59. While the Applicant was clear that he had sent the AT5 to the Respondents, the only documentary evidence he had provided was the tenancy agreement and form AT5 themselves. The tenancy agreement stated in its terms and conditions: *"this Agreement is intended to create a Short Assured Tenancy as defined in Section 32 of the Housing (Scotland) Act 1988 and the Tenant acknowledges that he has received prior to creation of the Tenancy notice to that effect in Form AT5....."* The Applicant had not, however, produced a separate form or letter signed by the Respondents acknowledging that they had received the AT5 prior the creation of the tenancy.
60. This may have been what the first Respondent was referring to when she said that she had not signed the AT5, as the AT5 provides only for a signature by the landlord. The Respondents had not, however, provided any documentary

evidence that they had not received an AT5 at the outset of the tenancy, but only afterwards.

61. The Tribunal notes while it was not necessary to do so, the Applicant had issued a new tenancy agreement and AT5 in each of the subsequent years 2012, 2013, 2014, 2015, 2016, 2017, 2019 and 2021. Each of these further tenancy agreements between the parties stated that it was a SAT. Each was in exactly the same terms as the 2011 agreement, for a period of 12 months commencing on 1 July. Each was accompanied by an AT5 signed by the Applicant, and each agreement had been signed the Respondents. At no point during those years did they appear to have queried whether their tenancy was in fact an SAT.
62. While there was no clear documentary evidence to demonstrate that the Applicant had served the initial form AT5 on the Respondents before their tenancy commenced on 1 July 2011, it was dated prior to the commencement of the tenancy, as were the subsequent AT5s for later years. In the absence of any persuasive evidence to the contrary, the Tribunal determines on the balance of probabilities that there was a SAT in place between the parties.
63. The Tribunal also notes in passing that the primary reason why the previous application (ref no: [FTS/HPC/EV/22/3633](#)) was rejected was that the Notice to Quit which was submitted with that application did not comply with the legal requirements.

Whether the eviction ground was met

64. Having established that there was a SAT between the parties, the Tribunal considered whether the eviction ground was met. It noted that section 33 (1) of the 1988 Act as amended states:

(1) Without prejudice to any right of the landlord under a short assured tenancy to recover possession of the house let on the tenancy in accordance with sections 12 to 31 of this Act, the First-tier Tribunal may make an order for possession of the house if the Tribunal] is satisfied—

(a) that the short assured tenancy has reached its finish;

(b) that tacit relocation is not operating;

(c)

(d) that the landlord (or, where there are joint landlords, any of them) has given to the tenant notice stating that he requires possession of the house, and

(e) that it is reasonable to make an order for possession.

65. The Tribunal considered the submissions made by the Applicant's former solicitor regarding the correct ish date for the tenancy. Mr O'Donnell had submitted that, as the parties had entered into a SAT each year from 2011 until 2021, commencing each year on 1 July for 12 months, the tenancy end date was 30 June. Had the Respondents been given until 1 July 2024 to vacate, a new SAT would have commenced on that date, by virtue of tacit relocation and Section 32(3)(a) of the 1988 Act, entitling the Respondents to another year of tenancy. As such, the ish date was 30 June 2024, and the Notices to Quit as served were valid. The Tribunal accepted that this was the correct position.
66. The Tribunal was satisfied that the SAT between the parties had been validly constituted for the reasons set out above. It was also satisfied that the SAT had reached its ish; that tacit relocation was not operating; and that the Notices to Quit and section 33 notices dated 3 April 2024 had been validly served on the Respondents.

Reasonableness

67. The Tribunal then considered whether it was reasonable to make an order for recovery of possession. In doing so, it took into account all of the circumstances of the case.
68. Firstly, the Tribunal noted that at the start of the SAT, given the rules that were in place at that time, the Applicant might have expected to be granted an eviction order automatically, (assuming that the Tribunal was satisfied that he had followed the correct rules in terms of creating the tenancy and serving the various notices correctly). The section 33 notice and Notice to Quit had been served on the Respondents eighteen months previously ..
69. The Tribunal also noted the Applicant's situation, in particular that the property was now costing him money each month, and that the property may be repossessed if he could not sell it before October 2026. It noted that his financial and family circumstances were difficult, and that he required to sell the property in order to buy a home in Northern Ireland for himself and his family.
70. The Tribunal noted that the Respondents also find themselves in a difficult situation, although they have been aware for some years that the Applicant is keen to repossess the property. The second Respondent has multiple disabilities. Her mother, the first Respondent, is partially deaf and approaching retirement age, is her carer. The Respondents have been living in the property for more than 14 years (more than 15 years in the case of the first Respondent), and it is their home.
71. The Tribunal also noted, however, that while the Respondents had said they wished to challenge the validity of the application, they also said that they did not

wish to oppose the application. The property, which is on the first floor, is not suitable for the second Respondent's needs. The Respondents need more suitable and secure long term accommodation. While the Tribunal accepts that there is a shortage of suitable accommodation, the Respondents have been on the waiting list for a long time. It is likely that they would be given higher priority for rehousing if there was an eviction order against them.

72. Having carefully considered all of the evidence and all of the circumstances of the case as set out above, the Tribunal considered that on balance, it was reasonable to grant an eviction order. While the Tribunal recognised that any move would be very difficult for the Respondents, given their health needs and the length of time they had been there, it was also clear that they needed more suitable accommodation for their needs. The Applicant had ended up as a long term landlord through circumstance rather than desire. He has been waiting for several years to be able to sell the property and move on with his life. In any event, the Respondents would likely face eviction were the property to be repossessed by the Applicant's lender next year.
73. The Tribunal therefore determined that an order for recovery of possession should be granted in favour of the Applicant.
74. Before deciding to grant the order, the Tribunal had sought the views of both parties on the possibility of delaying execution of the eviction order in terms of rule 16A of the 2017 rules, in order to give the Respondents more time to find suitable alternative accommodation.
75. The Respondents said that they did not know how long it would take for the Council to find them alternative accommodation, as this was in the hands of the Council and was outwith their control. They did not express a particular view on the length of any possible extension. The Applicant simply asked the Tribunal to decide on a reasonable date for the order
76. Having weighed up the views of the parties on delaying execution of the order, the Tribunal considered that it would be reasonable in all the circumstances to delay execution of the order until 15 January 2026.

Decision

The Tribunal granted an order in favour of the Applicant against the Respondents for recovery of possession of the property. The Tribunal delayed execution of the order until 15 January 2026.

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.

S. O'Neill

7 October 2025

Legal Member/Chair

Date