



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 51 Private Housing
(Tenancies) (Scotland) Act 2016 (“the 2016 Act”)**

Chamber Ref: FTS/HPC/EV/24/5631

Property at 38 Hillwood Terrace, Ratho Station, Newbridge, EH28 8QA (“the Property”)

Parties:

Mr Miraz Alam, 21 Delaporte Close, Surrey, KT17 4AF (“the Applicant”)

**Ms Cassie Allan, 38 Hillwood Terrace, Ratho Station, Newbridge, EH28 8QA
(“the Respondent”)**

Tribunal Members:

Josephine Bonnar (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be refused.

Background

1. The Applicant seeks an eviction order in terms of Section 51 and Ground 1A of Schedule 3 of the 2016 Act. A tenancy agreement, Notice to leave, Section 11 notice, letter from solicitor and affidavit were lodged with the application.
2. The application was served on the Respondent, and both parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 30 June 2025 at 10am. Prior to the CMD the Applicant and Respondent both lodged submissions and documents.
3. The CMD took place on 30 June 2025. The Applicant participated and was represented by Mr McTigue. The Respondent was represented by Mr Donagan
4. Mr Donagan referred to his written submissions and confirmed that the application is opposed. The Respondent has no concerns about the paperwork lodged with the application, including the notices, but argues that it would not

be reasonable to grant the order.

5. The Tribunal noted that the only eviction ground specified in the application is ground 1A, a temporary ground which was repealed on 30 March 2024 but was still in force at the date of service of the Notice to leave. It is therefore a valid ground for the purposes of this application. However, as well as establishing the intention to sell the Applicant requires to establish financial hardship and that he intends to sell the property to alleviate financial hardship. The Legal Member indicated that the affidavit lodged was difficult to follow and that some further information about the Applicant's financial situation and the property would be required. Mr Alam told the Tribunal that his current monthly outgoings in relation to the property are £1845. This is made up of £1500 per month to a relative who lent him £65000 to pay off part of his mortgage, £55 for insurance and £300 to the remaining part of the mortgage. The rental income from the property is £1067, although it's not currently being paid. He borrowed the money in June 2023 when his mortgage deal came to an end, and his mortgage was due to increase from £650 per month to £850 per month. Mr Alam said that the rent arrears started in October 2024, and no rent has been paid since January 2025. The arrears are now almost £8000. In response to a question from the Tribunal, Mr Alam confirmed that he owns another rental property. However, it is no longer occupied by a tenant and is currently on the market for sale.
6. Mr Donagan told the Tribunal that the application is not based on rent arrears. He said that the Respondent is withholding rent due to the condition of the property and has made a repairing standard application. This is due to be heard on 7 August 2025. The issues include defective electrics, water ingress and mould.
7. The Legal Member advised the parties that the application would proceed to an evidential hearing. The issues to be determined at the hearing were noted as follows:
 - (a) Does the Applicant intend to sell the property?
 - (b) Is the Applicant experiencing financial hardship?
 - (c) Does the Applicant intend to sell the property to alleviate financial hardship?
 - (d) In all the circumstances, would it be reasonable to grant the application?
8. The parties were notified that they could lodge further documents, if they wished to do so, and could also call witnesses. The Applicant was advised that he should consider lodging further details and evidence of financial hardship such as his present income and outgoings and assets and liabilities. The Respondent should consider lodging evidence regarding the condition of the property, her family circumstances and efforts made to find alternative accommodation, if applicable. Both parties have already lodged medical evidence. In the event of any changes in relation to their health or wellbeing, further evidence should be lodged.

9. The parties were notified that a hearing would take place by telephone conference call on 8 December 2025 at 10am.
10. Prior to the hearing, both parties lodged further submissions and documents. The Applicants submissions included two affidavits and financial information and documents. The Respondent's representative advised the Tribunal that the Respondent was unable to give evidence due to mental health issues. However, her mother would participate and give evidence.
11. On the 17 November 2025, the Applicant lodged a further application form for an eviction order based on ground 1. It was accompanied by a Notice to leave. The Applicant asked for this application to be considered at the hearing. The Applicant was notified that a new application could not be processed, accepted and served on the Respondent at this late stage. However, the Applicant was also notified that they could ask for the present case to be amended to include ground 1. However, such a request would require to be made in writing and notified to the other party, no later than 14 days before the date of the hearing. No further correspondence was received from the Applicant.
12. The Hearing took place on 8 December 2025. The Applicant participated and was represented by Mr McTigue. His sister, Ms Yasmin, also gave evidence. The Respondent was represented by Mr Donegan. The Respondent did not participate but the Tribunal heard evidence from Mrs Bussey, her mother. Following the hearing, both parties lodged written submissions.

The Hearing

Preliminary matters

13. The Legal Member raised the issue of the additional application form which had been submitted on 17 November 2025. Mr McTigue stated that he had been too late to make a written request to amend the present application, as the correspondence from the Tribunal had arrived when he was on leave. He made an oral request to amend the application to include ground 1 and stated that a Notice to leave had recently been served on the Respondent on this ground, so she was aware of it. Mr McTigue also advised the Tribunal that, if the request was refused, the Applicant wished to proceed with the hearing on ground 1A only. Mr Donegan told the Tribunal that the request was opposed. He said that the Respondent had been given no notice of the request and had not had any time to consider the new ground or to address it. Following a short adjournment, the Legal Member advised the parties that the request to amend was refused as it was not in the interests of justice to allow a significant amendment without proper notice. The Legal Member indicated that the Tribunal would have been prepared to allow the amendment if the hearing was being adjourned to a later date to give the Respondent the opportunity to consider it. However, the Applicant had stated that he did not want the hearing to be delayed.

14. Mr McTigue advised the Tribunal that both the Applicant and his sister would give evidence. Mr Donegan confirmed that only the Respondent's mother would give evidence on her behalf.

Mr Alam's evidence

15. Mr Alam said that he works for NatWest as an analytics manager and that he currently lives alone. He previously worked in Edinburgh and thought that he would be staying there long term. He bought a property in South Gyle ("South Gyle") and lived there for a period. However, he then moved to London and kept the property as a rental. In 2022, he got the opportunity to purchase the property which is the subject of the application ("Hillwood Terrace"). He only has the two properties, and South Gyle has been on the market since February 2025. In response to a question about his current financial position Mr Alam said that he currently owes £98000 to a lender for South Gyle and £50000 for Hillwood Terrace. His monthly mortgage payments are £466 for South Gyle and £331 for Hillwood Terrace. As South Gyle is unoccupied, there is no rental income, and he has to pay Council Tax of £180 per month. He does not have to pay the Council Tax for Hillwood Terrace, but he has no rental income from that property either, as the tenant is not paying rent. He has insurance charges for both - £180 per year for South Gyle and £800 per year for Hillwood Terrace, because there have been claims. He also has fees to pay to the Estate Agent who is marketing South Gyle and maintenance costs for Hillwood Terrace such as Gas Safety Inspections and EICRs. Mr Alam was referred to the spreadsheet which had been lodged and confirmed that he prepared it. However, he said that the accountant had asked for his bank statements and other documents to verify the information. He also referred to the wage slip which had been lodged and vouched his income. In relation to his other outgoings Mr Alan said that he has rent to pay for his current accommodation of £1075, mortgage payments for both rental properties and council tax of £340 per month, for his own accommodation and South Gyle. He also said that he has legal fees for the other Tribunal case and that his income is lower than his outgoings.
16. In response to a question about other debts, Mr Alam said that he borrowed £70000 from his sister and has only repaid £28000. He also owes £50000 for the work at Hillwood Terrace and has enrolled in an evening course which is costing £8000 per year. He has paid the first £2600 of that. In addition, he had medical bills to pay for his father's treatment. His father is in India, and it is part of his culture that he is responsible for these costs, as the son of the family. In addition, there are solicitor fees for the other case. He also needs money to get married. His wedding has been delayed because he can't sell the property. He needs at least £35000 as, in his culture, he has to pay for the wedding and he has to give money and jewels to the bride. In total he owes a lot and needs £165000. Mr Alam told the Tribunal that the accountant who provided the letter for the Tribunal was given his last 2 years bank and credit card statements, mortgage statements, the repair quotes and the evidence of the medical expenses.
17. Mr Alam told the Tribunal that he intends to sell the property and South Gyle as soon as possible. He needs to do so to repay his sister, get married and pay

for his father's treatment. He needs to buy a house. He said that his present circumstances are emotionally and financially draining. His work has been affected, and he is a changed person. He has attended counselling through work and the NHS. He is on medication. When asked why he had borrowed from his sister, he said that a bank would have charged interest. However, he has not been able to make repayments to her for a year. He also needs to see his father and get married.

18. In response to questions from Mr Donegan, Mr Alam said that he purchased Hillwood Terrace in May 2022. He visited it only once and did not get a survey or home report. He denied that he wants to sell because of the repairs required by the RSEO. He said that when he decided to sell the property was in reasonable repair, in March 2024. The repairing standard case was not until February 2025. He stated that he carried out some repairs in May 2023 and that some of the issues with the property are due to unauthorised alterations by the tenant. He told the Respondent in March 2024 that he would need to sell or re-mortgage. His mortgage was going to increase to £850, and the rent would not cover his outgoings for the property. The mortgage for the property is in three parts, each with a different rate. In response to a question about selling the property with the Respondent remaining as tenant, Mr Alam said that he investigated this option and approached a company who said that they would pay £140000. However, this is much less than he paid which was £170000. A few months ago, they offered £110000. Mr Alam confirmed that he had not provided the Tribunal with evidence of these offers. However, he said that with a tenant in occupation the price is always low and that he could provide evidence. When asked whether he accepted that he is partially responsible for the reduction in the price – failure to do due diligence when he purchased it and carry out repairs – Mr Alam said that some of the repair issues are the tenant's fault. Furthermore, the issues were raised were after he served an eviction notice. If things were so bad they should have been raised before. It was put to him that the condition of the windows pre-dated the service of the eviction notice. Mr Alam said that they were not mentioned before.
19. In response to further questions from Mr Donegan, Mr Alam said that he borrowed a total of £90000 from his sister. He did so because his mortgage was increasing to £850 per month. He also used his own savings to reduce his borrowing from the bank. £20,000 of the sum borrowed was for his dad's medical expenses. The rent charge in June 2023 was £954 per month. He said that his gross salary is £72000, the outstanding mortgage is £49,600 and the monthly payment is £331. It was put to him that he could reduce his pension contributions to maximise his current income. Mr Alam said that he can't do that as he had to select a plan for 5 years and cannot change it during that period. He also said that he is obliged to pay for private medical and critical illness cover and, even if he made some adjustments, the increase in his monthly income would be limited. Also, if he reduced his pension contributions, he would have to pay more tax as he would be in the higher bracket. Mr Alam stated that he has received no offers for South Gyle. He is frustrated by this and has reduced the price several times. It is marketed for less than the home report price. He believes it's because of the cost of living crisis. It is currently listed for £190,000 and the outstanding mortgage is £99,000. It was put to him that the

wedding and marriage expenses he referred to in his evidence are optional and not necessary. Mr Alam said that it is a cultural thing and the bride's family decide how much he should pay. In addition, there are the costs of the wedding and the honeymoon. He feels also that his bride should not suffer due to his financial difficulties. He also said that if the eviction order is granted, no one is winning. He will have to make sure that the property is sellable. He denied that he has other options and does not require to sell the house. His accountant has said he needs to sell. In relation to the Respondent's circumstances, Mr Alam said that he is not aware of all the details and is not a medical expert. He accepts that she requires support.

20. In response to questions from the Tribunal, Mr Alam confirmed that he was already living in London when he purchased Hillwood Terrace. It was purchased as an investment. When asked what changed between the purchase date in June 2022 and March 2024, Mr Alam said that he had to re-mortgage in June 2023 and the payments increased. His mortgage is in three parts. One part was a 5 year fixed rate. The biggest part was only fixed for one year. When asked whether he intends to spend £50000 on the repair work before he sells, Mr Alam said that he would need to see, he doesn't know what he will need to spend before putting it on the market or how much it will fetch. He tried many builders before anyone would give him a quote. In terms of selling with a sitting tenant, the last offer was £110000 and that was before they saw it, so it could be less. In relation to his evening course, Mr Alam said that it is one evening a week. He is doing it because he wants to do a PhD. In relation to South Gyle – he lived there for a few months before moving down to London. He rented it out for £1100 per month. He served notice on the tenants when he decided to sell. When asked how much he hoped to realize from the sale of both properties, Mr Alam said that it would depend on the valuation of the property. It has not been valued yet. He needs to do the renovations before he can get it valued. However, he hopes at least to break even. He is not aware of the current condition of the property as he last saw it in March 2024. He does not have a letting agent and manages the property himself. In relation to his finances, Mr Alam said that he repaid £110000 of the mortgage in 2023. He used his own savings and the money borrowed from his sister. He currently owes £49000. While he was getting rental income from South Gyle, he could pay his sister each month, but not since then. In relation to the purchase of the property Mr Alam said that he knew the person who owed it and trusted him. He did not get a survey or home report. He went to see it and then agreed to buy it.
21. In response to final questions from Mr McTigue, Mr Alam said that he would still be in financial hardship if the tenant was paying her rent. He also said that he has seen no evidence that the rent has been placed in a separate account. He confirmed that the contractors have stated that they cannot do the work while the property is occupied.

Ms Yasmin's evidence

22. Ms Yasmin stated that Mr Alam is her brother. She said that it is very sad. He wants to sell and wants to get married. He borrowed money from her and cannot

give it back. It was her savings. She is single and lives in Belfast. She lived and worked in London but would not have been able to purchase a home there so moved to Belfast where properties are cheaper. In total, she gave Mr Alam £90000, and he has only repaid £28000. He stopped making repayments in January 2025 when he was no longer getting any rent from his properties. The situation had had an impact on him and he is a different person. The whole family is suffering. Ms Yasmin has had mental health issues too. Ms Yasmin stated that she cannot buy a home for herself because the money has not been repaid. She is concerned because she is getting older and won't be eligible for a mortgage when she is in her 50's. Her future is insecure.

23. In response to questions from Mr Donegan, Ms Yasmin said that her brother borrowed £90000 and has only repaid £28000. There was no written agreement – it was informal. There was no agreed repayment arrangement, but he said that he would give it back and she trusts him. He must repay the money and will do so if he sells. Ms Yasmin denied that her brother has other options and does not require to sell the property. She said that he needs to sell to repay the money and so that he can get married. She said that in their culture a man looks after his family. Ms Yasmin said that it would not be acceptable for him to make small repayments. She needs the whole sum so that she can purchase a property.
24. In response to questions from the Tribunal, Ms Yasmin said that the money she gave to her brother was her savings which she needed to buy a property. It was agreed that he would sell the property and then pay her back. She told the Tribunal that she moved to Belfast in May 2023, having lived in London all her adult life. She rented accommodation in London. She said that she could not recall the dates when the payments were made to her brother. They were made by bank transfer. In July 2023, Mr Alam started paying her the sum of £1500 per month and repaid a total of £28000.
25. In response to further questions from Mr McTigue, Ms Yasmin said that she lent the money because Mr Alam is her family – the only family she has in this country. She would not like to have to take her brother to court over the money.

Ms Bussey's evidence

26. Ms Bussey told the Tribunal that she is the Respondent's mother and has complete control of all aspects of the Respondent's life because she is so ill. She took over in August 2024 and deals with the DWP and Housing. Ms Allan has significant mental health issues. She is on the highest dose of her medication. She often can't sleep at night and Ms Bussey and her husband get the kids up and organised for school in the morning. The NHS are heavily involved in the management of her health. She has been diagnosed with a number of mental health conditions. Ms Bussey said that the Respondent moved to the property in January 2018, so that they could provide the support that she needs. Her previous private let was 2 miles away, but they had to get her back. Ms Bussey said that she herself is disabled and does not drive. It was necessary to get her closer. In relation to the Respondent's present state of health, Ms Bussey said that she had been improving until the Applicant asked

for more rent and served an eviction notice. Ms Bussey discovered that her daughter had been paying extra to the Applicant because she was scared. Ms Bussey spoke to her MSP who wrote to Mr Alam because he was only entitled to increase it by 3%. Ms Bussey said that she has lived in the same house in Ratho Station since she was a year old. She and friends nearby are the Respondent's support network. They have tried to find another private let and applied to the Council. However, the Council changed its points system, and the Respondent lost points associated with her health as a result.

27. Ms Bussey told the Tribunal that it is impossible for the Respondent to move away from Ratho Station. There are times when Ms Bussey needs to go to her in the middle of the night, when there is a crisis. Even a mile away would create problems. However, there is nothing in Ratho Station at the moment. She needs a three bedroom property. They have also looked for two bedroom properties as the Respondent's son could stay with her. But there is nothing. One of the children attends the primary school in the village, the other is at high school. The son has left school. Ms Bussey only has a two bedroom property so could only take one of them. The youngest child has asthma, and the house is not really suitable for them because of the mould. Ms Allan has asthma too. The condition of the property is aggravating their breathing issues.
28. In relation to the condition of the property, Ms Bussey said that the bath leaks and cannot be used. The whole family have to go to her house to shower. There are issues with the windows and door. Mr Alam has only carried out a small part of the repairs required by the Tribunal order. He was given an extension to do the work, but he has not arranged anything further. Despite the condition of the property, the Respondent cannot move as she has nowhere to go and could not go into emergency accommodation if it was not nearby. The house would be fine for the family if the repairs were done. The contractors said that they could still live there during the work but would need to be out during the day. That would be manageable as they could go to her house to eat and the son could stay with her.
29. In relation to the non-payment of rent, Ms Bussey said that the rent has been withheld and has been placed in a separate account. This is because the repairs have not been carried out and the property is not fit to live in. The Tribunal agreed that it is not fit to live in and issued an order. The property is not wind and watertight and the bathroom cannot be used. Only some small repairs have been carried out. The toilet was fixed and some handles fitted to windows although some of these have stopped working already. Contractors have attended but no work has started. The rent has been placed in an account in her name. Once they have carried out the repairs and sorted out the abatement, the remainder will be paid. Ms Bussey said that Mr Alam purchased the property without doing due diligence. There was no Home Report. Ms Bussey said that she knows the whole history of the house. It was purchased from the Council. It has been rented out for a long time without any work being carried out. Ms Allan did some work herself when she moved in – having been given permission by the previous landlord. This included a new kitchen. The electric cable which the Applicant has complained about was fitted by an electrician. Ms Bussey said that the repairs were reported on many occasions

since May 2023. In response to a question about the sale of the property to Mr Alam, Ms Bussey told the Tribunal that the former landlord came with Mr Alam to the house and handed over the eviction notice. In relation to the offer that Mr Alam said that he received for the property of £140000, Ms Bussey said that she didn't know anything about it and no one came to view the house. In relation to the current tenancy agreement, Ms Bussey said that the Respondent signed a new tenancy agreement in 2022. Ms Bussey didn't know that she had done so. Ms Allan did not tell her about the rent increase. Their MSP said it was illegal.

30. Ms Bussey said that she is scared to think of the possible impact if the eviction order is granted. The Council has said that there is no guarantee that she will be accommodated in Edinburgh. She is concerned that she will not have a daughter anymore. Even when she was 2 miles away it was too far and they had to get her back to Ratho Station. She has taken an overdose in the past.
31. In response to questions from Mr McTigue, Ms Bussey confirmed that the GP letter was about getting a more appropriate tenancy. However, she told the GP that all that is needed is a new landlord and repairs carried out. She stated that the Respondent receives £2500 per month in benefits. This includes the UC housing costs. They stopped direct payments to the landlord because of the condition of the property. They stopped paying the rent on 8 February 2025. The Applicant was told on the 6 February. She would have provided evidence that the rent has been put aside but cannot take screenshots of this account. It's a Starling account in her name. It's a holding account. In relation to their efforts to find somewhere else for the Respondent to live, Ms Bussey said that they look every day. However, they cannot bid for Council properties because only homeless people are being re-housed at present. When asked why she had not provided evidence of their efforts, Ms Bussey said that there is nothing to show. There are no private let properties, and they cannot bid for Council properties. As the support network do not drive and do not have cars the Respondent has to stay nearby. They have done everything possible. They have knocked on doors when they have heard a property might be going up for rent and approached the Council and asked them to buy the property. However, the Council said that they don't buy properties unless the circumstances are exceptional.
32. In response to questions from the Tribunal, Ms Bussey said that they have spoken to the Council who have indicated that if she is evicted, the Respondent would be given temporary accommodation, but it could be anywhere. They also said that they cannot assist until she is homeless. The Council only has one 2 bedroom property in Ratho Station for homeless cases. She could take the Respondent's son if that was an option but there is no guarantee it will be offered to the Respondent. In relation to the current use of the property, Ms Bussey said that they can use the bedrooms and the living room although there is no radiator in the living room. They can use the kitchen and the downstairs toilet. There is water ingress due to the condition of the windows and door. They therefore have a toilet and sink but need to come to her house to shower. They cannot go into the bathroom at all as the floor has rotted.

Findings in Fact

33. The Applicant is the owner and landlord of the property. He purchased the property in June 2022 for £170,000.
34. The Respondent is the tenant of the property. She has resided at the property since 2018.
35. The tenancy is a private residential tenancy which started in 2022, when the Applicant purchased the property.
36. A Notice to leave was served on the Respondent on 25 March 2024.
37. The Respondent has three children who reside with her at the property. Two of the children are still in education and attend local schools.
38. The Applicant intends to sell the property.
39. The Applicant is not in financial hardship.
40. The Applicant does not know the current value of the property.
41. The Applicant owes the sum of £49000 to the Halifax Building Society in relation to the property and £99000 to NatWest in relation to his other rental property.
42. The monthly mortgage payment to the Halifax in connection with the property is £331.
43. The Applicant is under the care of his GP for stress and has been prescribed medication.
44. The Respondent suffers from serious mental health difficulties and is under the care of her GP. She is prescribed medication and is under regular review by the NHS.
45. The Respondent is supported by her family and friends. She relies on their support in connection with her mental health and to help care for her children.
46. The Respondent is principally supported by her mother who resides nearby. Her mother visits daily and sometimes requires to visit the Respondent during the night when there is a mental health crisis.
47. The Respondent's mother does not drive and does not own a car.
48. The Respondent has endeavoured to find alternative accommodation in the Ratho Station area, in the private and social rented sector, but has been unsuccessful.

Reasons for Decision

49. The application was submitted with a tenancy agreement dated 5 December 2022, described as a short assured tenancy. However, as the tenancy started in 2022, it is a private residential tenancy agreement in terms of the 2016 Act and the application for an eviction order has been made in terms of Rule 109 of the Procedure Rules and Section 51 of the 2016 Act.
50. A Notice to leave dated 15 March 2024 was submitted with the application, together with a Sheriff Officer certificate of service which establishes that it was served on the Respondent on 25 March 2024. The Notice states that an application to the Tribunal is to be made on ground 1A, the landlord intends to sell the let property. Although this ground was a temporary ground, now repealed, it was in force at the date of service of the Notice to leave and can therefore be considered. The Notice states that the earliest date that an application can be made to the Tribunal is 18 June 2024.
51. The application to the Tribunal was made after expiry of the notice period. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a copy of the Section 11 Notice which was sent to the Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.
52. Section 51(1) of the 2016 Act states, “The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.”
53. Ground 1A of schedule 3 (as amended) states, “(1) It is an eviction ground that the landlord intends to sell the let property to alleviate financial hardship. (2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if (a) the landlord – (i) is entitled to sell the let property, (ii) is suffering financial hardship, and (iii) intends to alleviate that hardship by selling the let property for market value or at least put it up for sale within 3 months of the tenant ceasing to occupy it, and (b) the Tribunal is satisfied that it is reasonable to issue an eviction order.”
54. The Tribunal was provided with the following documents by the Applicant to support the application.
- (a) A letter from Lindsay’s Solicitors dated 21 January 2025 which confirmed that they had received instructions to sell the property.
 - (b) An affidavit from the Applicant.
 - (c) A copy of the Applicant’s title deeds which show that he purchased the property on 22 June 2022 for £170,000

- (d) An affidavit from the Applicant's sister, Sabina Yasmin
- (e) A second and third affidavit from the Applicant
- (f) A letter from an accountant dated 7 November 2025. This states that the Applicant approached him for "financial advice and supporting evidence" for the Tribunal case. The accountant refers to the eviction application and the repairing standard application. He states that a professional quote has been obtained for the required repair work which states that it will cost £50000. The letter then sets out the Applicant's "current financial position" which is based on "financial disclosures" The letter states that his liabilities are - £43000 owed to a relative, £50000 for repair work, £8000 for an evening course, £20000 for his father's medical treatment, £35000 for his marriage and wedding expenses, and £2500 for legal fees already paid. The accountant states that, based on this information, the Applicant requires the sum of £165,000. The accountant concludes by stating that the Applicant is under "genuine financial strain" and that it is "appropriate and necessary" for him to apply for a loan or line of credit of £100,000 and sell both of his properties. The accountant states that the letter is issued to support both his case and his loan application and is based on "information and documentation" provided by the Applicant. The letter concludes "Whilst the information provided above is believed to be true, it is provided without any acceptance from Uppal & Co Accountants of any responsibility whatsoever and any use you wish to make of this information therefore entirely at your own risk"
- (g) A spreadsheet prepared by the Applicant regarding his finances.
- (h) A quote from TN Home Improvements Ltd for the following work – re-wiring, plumbing (new pipes and radiators), painting the whole house, plastering ceilings and walls, new kitchen, new bathroom, new downstairs toilet, replacing all windows, replacing all doors and new floors throughout the house. The total cost is £50000
- (i) An email from Oliver Adams Electrical dated 25 April 2025 containing a quote for works at the property, email correspondence with Oliver Adams with photographs and an invoice.
- (j) A letter from a GP addressed to the Applicant dated 15 June 2025 which states that the GP had been asked by Mr Alam to provide a letter "outlining the difficulties he is unfortunately going through." The GP notes that Mr Alam has told him that he is experiencing stress due to the tribunal case. "The tenant has been making accusations, contacting the local MP and police and not paying rent which has caused considerable financial strain and emotional distress". The letter refers to the Applicant's father's illness and the impact that his inability to visits is having on his mental health. The GP concludes by confirming that the Applicant has been prescribed medication and is engaging with mental health services."
- (k) A further GP letter dated 15 November 2025 which states that the Applicant is suffering with "ongoing anxiety" relating to the "stressful legal situation" The

letter confirms medication prescribed and counselling undertaken.

- (l) Invoices from a plumber
- (m) An invoice from a joiner
- (n) An email from Sweet Homes which states that they cannot take on the project as it cannot be undertaken while the property is occupied.
- (o) A pay slip dated 18 November 2025 which shows net pay of £3120.69
- (p) An offer from University of London for mathematics graduate diploma costing £7800 and an email confirming enrolment.
- (q) A redemption statement from NatWest for South Gyle dated 17 November 2025 which confirms that the total sum to be repaid is £99,584.49
- (r) A screenshot from a Halifax banking app which states that the sum currently owed is £49623 on 17 November 2025 and states the monthly mortgage payment is £331.26

55. The Tribunal was provided with the following in relation to the Respondent:-

- (a) A letter from a Consultant Psychiatrist addressed to the Respondent and dated 3 June 2024. It states that she had participated in a research project and outlines the conclusions.
- (b) A letter from the Respondent's GP which states that the Respondent has a history of complex psychiatric co morbidity with a diagnosis of anxiety with depression and emotionally unstable personality disorder. The letter confirms that she is prescribed medication and is under constant review. The letter states that the tribunal case has exacerbated her symptoms and refers to her local support network and concludes by saying "I strongly feel that eviction is not in her best interests".
- (c) A further letter from the GP which states that the Respondent's mental health has deteriorated over recent weeks and months due to stress connected to her tenancy situation. The letter indicates that a move within Ratho Station might resolve matters but that a move outwith Ratho Station would be detrimental to her mental health

56. The Tribunal did not find the Applicant to be wholly credible and reliable. Much of his evidence was unsupported by documentary evidence, although this should have been easy to provide. In particular, the alleged debt owed to his sister, the sum allegedly required to allow him to get married, the sums required for his father's medical care and the lack of success in selling the South Gyle property. In relation to the sums required to carry out repairs to the property, the quote submitted is for a full renovation and not restricted to the work specified in the RSEO. Although he did not dispute the findings of the Tribunal in the Repairing Standard case, the Applicant told the Tribunal that the

Respondent only complained about the condition of the property because of the eviction application and also claimed that she was responsible for some of the defects. The Applicant was also evasive about the purchase of the property and appeared reluctant to explain how it came about. The purchase, without a survey or any evidence of its value or condition, was not properly explained and appears to be an odd decision, particularly for someone who works in financial services and is evidently well educated and knowledgeable.

57. The Tribunal also found the Applicant's sister's evidence to be lacking in credibility. She also failed to provide documents to support the existence of savings of £90000 and the transfer to her brother of these savings in 2023. She was also unable to provide details of when the payments were made. Although she told the Tribunal that she needs the money urgently, she claims to have transferred it to the Applicant with no clear arrangement as to when it would be repaid.

58. The Tribunal found Ms Bussey to be generally credible and reliable. Her evidence regarding her daughter's health issues is supported by medical evidence. This evidence also supported her statement that, if the Respondent has to move away from Ratho Station, her health will be adversely affected as she will be deprived of her support network. Her evidence regarding attempts to find the Respondent somewhere else to live was also convincing. Given the condition of the property, it is unlikely that the Respondent would choose to stay there, if she had other options.

The landlord is entitled to sell the let property

59. The first part of the ground stipulates that the landlord must be entitled to sell the property. The Tribunal is satisfied that this was established. The title deeds show that the Applicant is the owner of the property and there was no evidence before the Tribunal of any legal impediment to the sale.

The landlord is suffering financial hardship

60. The second part of the legal test is that the landlord must be suffering financial hardship. The Tribunal is not persuaded that this was established for the following reasons: -

- (a) Although the notice period in relation to the Notice to leave expired in June 2024, the application was not made until December 2024. This suggests a lack of urgency in relation to the proposed sale.
- (b) Although the Applicant provided information about his monthly outgoings, most of these were unvouched. In relation to his income, only one recent pay slip was provided. It was therefore not established that the Applicant is paid the same amount each month.

- (c) The debt of £90,000 is unvouched. As the sum was allegedly provided by a family member, the absence of a loan agreement is not significant. However, it should have been a straightforward matter for the Applicant and his sister to provide evidence that she transferred the sum of £90,000 to him in 2023 and to show the subsequent repayments.
- (d) Even if the Tribunal accepted that the Applicant borrowed money from Ms Yasmin, there is no evidence that this was used to reduce his mortgage over the property or pay his father's medical expenses. Similarly, there is no evidence that the Applicant also used savings of his own to reduce the mortgage.
- (e) The evidence relating to the reason for the loan was also far from convincing. Ms Yasmin told the Tribunal that she needs the money back immediately to purchase a home. Mr Alam stated that he borrowed the money because his mortgage was increasing from £650 to £850 per month and his sister would not charge him interest. However, he states that he agreed to repay the debt at the rate of £1500 per month. That is not a short-term arrangement. Ms Yasmin claims that the sum was to be repaid quickly on the sale of the properties. However, South Gyle did not go on the market until February 2025, and the Applicant did not serve notice on the Respondent until March 2024 and waited until December 2024 to raise proceedings. Furthermore, if a mortgage increase to £850 per month was unaffordable, an arrangement with his sister for monthly repayments of £1500 makes no sense. The Tribunal also notes that the Applicant did not provide evidence of the mortgage increase. He told the Tribunal that his one-year fixed rate came to an end. A one-year fixed rate is unusual and for someone who works in financial services, the end of a fixed rate period should have been anticipated when he purchased the property.
- (f) In relation to the repairs which are needed, Mr Alam told the Tribunal that he will require to carry out work whether the property is to be sold or otherwise. The only estimate that he provided is for £50,000. However, this appears to be based on a full renovation rather than the work specified in the RSEO. He was also vague and evasive as to what work he will actually carry out if the property is to be sold. There is nothing to stop him selling it in its present condition, if he does not have the funds to do any work.
- (g) The Tribunal agrees with the Respondent's submission that "financial hardship" in the context of ground 1A, must involve constraints which cannot be avoided. A landlord cannot undertake unnecessary financial obligations and then claim that they are in difficulty. The Applicant did not require to borrow the sum of £90,000 from his sister - he had a mortgage in place. He did not have to pay his father's medical expenses, even if this was expected by his family. He did not have to embark on further studies if he did not have the funds to cover the cost. And, if he cannot marry without the sum of £35,000, then he can choose to postpone or not to marry at all. In relation to marriage costs, this figure appears to have been chosen at random. It is again unvouched and no breakdown has been provided of the different components.

- (h) The Tribunal is also not persuaded that the letter from the accountant establishes financial hardship. The accountant's opinion appears to be based on information provided by the Applicant, including the spreadsheet which he compiled. There is reference to documents having been exhibited, however these are not specified. The Applicant claims that the accountant was provided with all his financial records but there is no evidence of this. Furthermore, the concluding paragraph in the letter qualifies the information provided by the accountant. Surely, if he had been provided with full vouching of the Applicant's circumstances, this paragraph would not have been required. In his submissions the Applicant refers to the terms of Ground 1A, which provides a list of documents which may be provided to support this ground. A letter from a financial advisor is one of the documents. However, the documents listed are only suggestions of evidence "tending to show" that the Landlord has the relevant intention. The Tribunal is entitled to assess the evidence provided and is not obliged to accept it.

61. Based on the available evidence, the Tribunal is not therefore persuaded that the Applicant has demonstrated that he is in financial hardship.

The landlord intends to alleviate financial hardship by selling the property or at least put it on the market within three months of the tenant ceasing to occupy it.

62. The Applicant provided evidence with the application that he has approached a firm of solicitors in connection with the proposed sale. However, he appears to have taken no further steps regarding the matter. In particular, he has not had the house valued. In addition, as he has not decided what work he intends to carry out before putting the property on the market, there is no guarantee that he will be able to market it within the three month period referred to in the legislation.
63. The Tribunal is also not persuaded that the sale of the property would alleviate financial hardship or that this is the principal reason for the proposed sale. The Applicant was unable to tell the Tribunal what price he expects to get for the property. He purchased it at a price of £170,000, without a survey or home report. He has no idea whether it was actually worth that sum in 2022. He claims to have rejected offers of £140,000 and £110,000 (again unvouched) because they are much lower than the sum he paid, without investigating the current value. His monthly mortgage payments are only £331 per month. The Tribunal also notes that the Applicant appears to have no idea how much it will cost to carry out the repairs which are required by the RSEO, if the Respondent remains in occupation of the property, or what he would be advised to spend to improve his chances of a good price. The Tribunal is therefore not persuaded that the sale of the property would alleviate financial hardship, assuming this had been established.

Reasonableness.

64. It is for the Tribunal to determine what is relevant and what is not, when assessing the reasonableness of granting the order. In Adrian Stalker "Evictions in Scotland" (2nd edition) there is a discussion about the factors which might be taken into account by courts and tribunals.". On page 144 Mr Stalker refers to the leading Scottish authority - *Barclay v Hannah* 1947 SC 245. On page 145 he states that two important points follow from the case. Firstly, that reasonableness can be the basis for a defence to an action for recovery of possession. Secondly, that "as the court has a duty, in such cases, to consider the whole circumstances in which the application is made, it follows that anything that might dispose the court to grant decree or decline to grant decree will be relevant". He goes on to refer to the case of *Cumming and Danson* and then at page 150 states, "the circumstances which might be brought to (the court's) attention are diverse". On page 151 he goes on to say, "The court ought to take into account the effect of granting or refusing to grant the order on both the landlord and tenant." He refers to *Cresswell v Hodgeson* 1951 2 KB 92, 95 - "the county court judge must look at the effect of the order on each party to it. I do not see how it is possible to consider whether it is reasonable to make an order unless you consider its effect on landlord and tenant, firstly, if you make it, and secondly, if you do not."
65. There was reference in final submissions to previous decisions of the FTT in eviction cases. These are of little value. Other FTT decisions are not binding on this Tribunal, and each case turns on its own facts.
66. The Tribunal is satisfied that some of the matters raised by the parties are not relevant to the question of reasonableness. The application is not based on rent arrears. As a result, the Tribunal does not have to decide whether the Respondent is entitled to withhold rent or to an abatement of rent. It is not in dispute that there is an RSEO in place which requires the Applicant to carry out significant remedial work in relation to the windows, door, ceilings and bathroom. This suggests that the Respondent's claim may have some merit, at least in relation to part of the rent charge. However, that is for the FTT to consider in the event of an application relating to the arrears. In the circumstances, and having regard to the existence of an RSEO, the Tribunal is not persuaded that the arrears should be considered in the assessment of reasonableness. The Tribunal is also of the view that the condition of the property should be largely disregarded. The Respondent wants to stay in the property, despite its state of disrepair. Although her GP and her mother are of the view that a move would be preferable, the new accommodation would have to be nearby. As suitable alternative accommodation is not currently available, the Respondent wants to stay where she is. The Tribunal also concludes that they should disregard the claim by the Applicant that the family would need to move out of the property for the repair work to be carried out. Some evidence was produced to support this, but it is not conclusive. Furthermore, a temporary absence from the property might be sufficient. The Applicant's legal costs are also irrelevant. He could have chosen to represent himself in relation to both tribunal cases.

67. The relevant factors in relation to the Applicant are as follows; -

- (a) He wants to sell the property. However, the Tribunal was not persuaded that he needs to sell it. Furthermore, he could consider selling it with the Respondent as sitting tenant. He purchased the property on that basis in 2022. The Tribunal is not persuaded that this option has been fully investigated.
- (b) The Applicant has other options available to improve his finances. If the South Gyle property cannot be sold (and again this was not vouched) he could consider re-letting it for a period to generate some income. He could postpone his marriage until he is in a position to meet (what he perceives to be) the associated financial commitments. He could (as has been suggested by his accountant) apply for a loan. He could carry out the essential repairs at the property which should lead to a resumption of rental payments. Although he denied that he could reduce pension contributions and other deductions from his salary, he did not appear to have fully investigated this option. He could defer the evening course until he can afford to complete it. As pointed out by the Respondent, the Applicant has prioritised other expenses over essential repairs at the property.
- (c) The Applicant provided medical evidence from his GP that he is suffering from stress and anxiety and has been prescribed medication. However, he has been able to continue working and has embarked on further studies. He is making plans for his future. It did not appear from the evidence that the impact on his mental health has been unduly debilitating.

68. The relevant factors in relation to the Respondent are as follows

- (a) Ms Bussey's evidence regarding the difficulties they have experienced sourcing alternative accommodation was highly persuasive. It is within the Tribunal's knowledge that there is a housing crisis in both the private and social rented sectors. Many Councils, including Edinburgh, are only providing accommodation to homeless persons.
- (b) If the Respondent is evicted, the Local Authority will be under a legal obligation to provide assistance and temporary accommodation. However, Ratho Station is a small village with limited Council housing stock. It is reasonable to conclude that the Respondent is unlikely to be offered suitable accommodation, on a temporary or permanent basis, in Ratho Station. This could lead to disruption for the two younger children who attend local schools.
- (c) The medical documentation supports Ms Bussey's evidence regarding the consequences for the Respondent should she have to leave the area. The Respondent has serious mental health issues and relies on her family and friends in the area on a daily basis. Her support network will not be able to provide this level of support if she is not near at hand.

69. Weighing up the relevant considerations, the Tribunal concludes that the impact on the Respondent of being evicted from the property outweighs the impact on

the Applicant if the order is refused. The Tribunal is satisfied that, even if the other aspects of the ground had been established, it would not be reasonable to grant the order for eviction.

Decision

70. The Tribunal determines that the application should be refused.

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.

Josephine Bonnar, Legal Member

12 January 2026