



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 18 of the Housing (Scotland)
Act 1988**

Chamber Ref: FTS/HPC/EV/25/1444

**Re: Property at 5 Luckinsford Road, Inchinnan, Renfrew, Renfrewshire, PA4 9QL
("the Property")**

Parties:

Topaz Finance Limited t/a Hyalite Mortgages, The Pavillions, Bridgewater Road, Bristol, BA13 8AE ("the Applicant")

**Lisa Triebett, 5 Luckinsford Road, Inchinnan, Renfrew, Renfrewshire, PA4 9QL
("the Respondent")**

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Angus Lamont (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined to grant an order for eviction.

Background

1. By application dated 7 April 2025 the applicant seeks an order for eviction relying on ground 2 (heritable creditor intends to sell the property and requires vacant possession) in schedule 5 of the Housing (Scotland) Act 1988.
2. The following documents were submitted with the application:
 - Notice to quit dated 5 September 2024 with proof of service
 - Form AT6 dated 5 September 2024 with proof of service
 - Form BB
 - Extract Decree of repossession in favour of the applicant dated 12 March 2024

- Section 11 notice
- Copy title deeds
- Written submissions
- Note of conversation with the respondent in September 2023

3. A case management discussion (“cmd”) took place via teleconference on 24 October 2025. The applicant was represented by Mr Oswald, solicitor, TLT solicitors. The respondent was not present or represented. The cmd proceeded in the absence of the respondent.
4. The Tribunal discussed that no tenancy agreement had been submitted with the application. The Tribunal discussed the relevant date to be inserted in the notice to quit in the absence of a known ish date. The application was adjourned to a further cmd for the applicant to make written submissions relating to the validity of the notice to quit.
5. Mr Oswald lodged written submissions on 3 November 2025 in relation to the issues that had been discussed at the cmd.

Case management discussion – teleconference 14 January 2026

6. A differently constituted Tribunal considered the application at a cmd on 14 January 2026. The applicant was again represented by Mr Oswald. The respondent was not present or represented. The Tribunal was satisfied that the respondent had received proper notification of the cmd and proceeded in her absence in terms of rule 29.
7. Mr Oswald sought an order for eviction. He referred to his written submissions. He stated that the applicant had obtained a decree for recovery of possession of the property from the landlord Calum Watt on 12 March 2024. The respondent had been made aware of the repossession proceedings by service of a Form BB on 13 September 2023. Mr Oswald stated that the respondent had been contacted in September 2023 by TLT solicitors. The respondent had stated that she had been living in the property for 10 years. She stated that she did not have a copy of the lease agreement which she thought she had disposed of.
8. Mr Oswald stated that the ish date for the tenancy agreement was not known as neither party had a copy of the agreement. As the tenancy was an assured

tenancy a notice to quit and form AT6 had been served on the respondent. Mr Oswald submitted that the respondent had received adequate notice that the applicant intended to seek vacant possession. He submitted that it was reasonable to dispense with the requirement to serve notice in advance of the tenancy that ground 2 might be relied upon, and submitted that the Tribunal should follow the approach of Sheriff Collins in *Elizabeth Halcrow v Ben Johnson Davies and Shauni Hunter* UTS/AP/25/0019 and find that the respondent had received more notice than was required by statute and had not been prejudiced by the fact that the notice to quit did not specify the ish date.

Findings in fact

9. Calum Watt and the respondent entered into an assured tenancy agreement which commenced on or around 2013.
10. Neither party possesses a copy of the tenancy agreement.
11. A notice to quit dated 5 September 2024 and specifying that that respondent must quit the property by 29 November 2024 was served on the respondent on 5 September 2024.
12. A form AT6 specifying ground 2 was served on the respondent on 5 September 2024.
13. The applicant is a heritable creditor in terms of a standard security over the property,
14. Decree for recovery of possession of the property was granted in favour of the applicant on 12 March 2024.
15. The applicant requires vacant possession in order to enforce the decree granted in their favour.
16. The respondent has not made any payment of rent in respect of the property since 12 March 2024.
17. The respondent has not submitted any opposition to the present application and did not attend either cmd to oppose an order for eviction.

Reasons for the decision

18. Rule 17 (4) states:

The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

19. Rule 18 states:

Power to determine the proceedings without a hearing

18.—(1) Subject to paragraph (2), the First-tier Tribunal—

(a) may make a decision without a hearing if the First-tier Tribunal considers that—

(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii) to do so will not be contrary to the interests of the parties; and

(b) must make a decision without a hearing where the decision relates to—

(i) correcting; or

(ii) reviewing on a point of law,

a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

20. The Tribunal was satisfied that it was able to make a determination and that it was not contrary to parties' interest to do so at the cmd without the need for a further hearing.

21. Ground 2 states it is a ground for eviction if:

The house is subject to a heritable security granted before the creation of the tenancy and—

(a) as a result of a default by the debtor the creditor is entitled to sell the house and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement; and

(b) either notice was given in writing to the tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the First-tier Tribunal is satisfied that it is reasonable to dispense with the requirement of notice.

22. Section 18 of the 1988 Act states:

18.— Orders for possession. (

- 1) *The First-tier Tribunal shall not make an order for possession of a house let on an assured tenancy except on one or more of the grounds set out in Schedule 5 to this Act.*
- (2) *The following provisions of this section have effect, subject to section 19 below, in relation to proceedings for the recovery of possession of a house let on an assured tenancy.*
- (4) *If the First-tier Tribunal is satisfied that any of the grounds in Part I or II of Schedule 5 to this Act is established, the Tribunal shall not make an order for possession unless the Tribunal considers it reasonable to do so. ...*
- (6) *The First-tier Tribunal shall not make an order for possession of a house which is for the time being let on an assured tenancy, not being a statutory assured tenancy, unless— (a) the ground for possession is Ground 2 in Part I of Schedule 5 to this Act or any of the grounds in Part II of that Schedule, other than Ground 9, Ground 10, Ground 15 or Ground 17; and (b) the terms of the tenancy make provision for it to be brought to an end on the ground in question. ...*

23. Section 19 of the 1988 Act states:

19.— *Notice of proceedings for possession.*

- (1) *The First-tier Tribunal shall not entertain proceedings for possession of a house let on an assured tenancy unless—*
 - (a) *the landlord ... has served on the tenant a notice in accordance with this section; or (*
 - b) the Tribunal considers it reasonable to dispense with the requirement of such a notice.*
- (2) *The First-tier Tribunal shall not make an order for possession on any of the grounds in Schedule 5 to this Act unless that ground and particulars of it are specified in the notice under this section; but the grounds specified in such a notice may be altered or added to with the leave of the Tribunal.*

(3) A notice under this section is one in the prescribed form informing the tenant that—

- (a) the landlord intends to raise proceedings for possession of the house on one or more of the grounds specified in the notice; and
- (b) those proceedings will not be raised earlier than the expiry of the period of two weeks or two months (whichever is appropriate under subsection (4) below) from the date of service of the notice.

(4) The minimum period to be specified in a notice as mentioned in subsection (3)(b) above is—

- (a) two months if the notice specifies any of Grounds 1, 2, 5, 6, 7, 9 and 17 in Schedule 5 to this Act (whether with or without other grounds); and
- (b) in any other case, two weeks. ...

(7) A notice under this section shall cease to have effect 6 months after the date on or after which the proceedings for possession to which it relates could have been raised.

24. The Tribunal took into account the documents and written submission that had been lodged and the oral submission at the cmd.
25. The Tribunal was satisfied that the respondent and Calum Watt had entered into an assured tenancy agreement. The Tribunal was satisfied that the applicant had obtained an order for repossession and now sought vacant possession to enforce the decree and sell the property.
26. The applicant requested that the Tribunal exercise discretion to dispense with the requirement of service of the notice specified in ground 2. The Tribunal took into account that the respondent had disposed of her copy of the tenancy agreement. The landlord, Calum Watt had failed to provide a copy of the tenancy agreement to the applicant to enable them to check whether a relevant notice had been served. The Tribunal also took into account the lack of opposition to the request by the respondent. In the circumstances the Tribunal determined to dispense with the requirement and found ground 2 to be established.

27. The Tribunal was satisfied that a valid from AT6 was served on the respondent providing her with notice that eviction proceedings would be raised relying on ground 2. The Tribunal determined that the notice to quit prevented tacit relocation from operating.
28. The Tribunal proceeded to make a determination of whether it was reasonable to grant an order for eviction. In assessing whether it is reasonable to grant an order all available facts relevant to the decision were considered and weighed in the balance, for and against.
29. The Tribunal gave particular weight to the fact that the respondent had not lodged any opposition to the application and had failed attend either cmd. She had also lived in the property without payment of any rent since March 2024.
30. The Tribunal took into account that the applicant was seeking to enforce a decree for repossession granted in March 2024 and required vacant possession to sell the property.
31. In the foregoing circumstances the Tribunal determined that it was reasonable to grant an order.

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.

Mary-Claire Kelly

Legal Member/Chair

Date: 14 January 2026