

**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.**

**Chamber Ref: FTS/HPC/EV/25/3511**

**Re: Property at 32 Young Crescent, Bathgate, EH48 2SL (“the Property”)**

**Parties:**

**William Scott, Jacqueline Scott, 23 Munro Way, Livingston, EH54 8LP (“the Applicants”)**

**Alice Teresa Spalding, 32 Young Crescent, Bathgate, EH48 2SL (“the Respondent”)**

**Tribunal Members:**

**Lesley Ward (Legal Member) and Tony Cain (Ordinary Member)**

**Decision (in absence of the Respondent)**

**1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent shall be evicted from the property on the basis of the expiry of the Short assured Tenancy and it being reasonable in all of the circumstances that the eviction be granted.**

## **Background**

2. This was a case management discussion (CMD) in connection with an eviction application in terms of rule 66 of the First-tier Tribunal for Scotland (Procedure) Regulations 2017 and section 33 of the Housing (Scotland) Act 1988. The Applicants were represented by Mr David Gray of Gilson Gray Solicitors. The Respondent did not attend and was not represented. The tribunal had sight of the execution of service by sheriff officers on 17 December 2025. The tribunal was satisfied that the Respondent had received notice in terms of rule 24 and proceeded in her absence in terms of rule 29.

3. The tribunal had before it the following copy documents:

- (1) Tenancy agreement for the initial period of 1 February 2013 to 31 July 2013 and 4 weekly thereafter.
- (2) AT5
- (3) Section 33 notice dated 18 March 2025.
- (4) Execution of service of section 33 notice by sheriff officers on 19 March 2025.
- (5) Notice to quit dated 14 July 2025 with an ish date of 13 August 2025
- (6) Proof of service of the notice to leave dated 5 February 2024. .
- (7) Execution of service of notice to quit by sheriff officers on 16 July 2025.
- (8) Land certificate.
- (9) Landlord registration.
- (10) Section 11 notice and proof of service.
- (11) Submission on reasonableness by Applicant's representative dated 13 January 2026.

### **Preliminary matter**

4. The tribunal noted that the execution of service of the section 33 notice on 19 March 2025 referred to both a section 33 notice and a notice to quit. The tribunal also noted that the notice to quit provided did not tie in with the ish date of 31 July. The tribunal adjourned to enable Mr Gray to provide a copy of the earlier notice to quit of 18 March 2025 with an ish date of 1 May 2025. Mr Gray advised that in his view the second notice to quit of 14 July 2025 and an ish of 13 August 2025 is valid. In an earlier application the tribunal had queried the notice to quit of 18 March 2025 with an ish of 1 May 2025 as the tenancy agreement provided for a 4 weekly rolling tenancy rather than a month to month. He was of the view that since the initial period of 6 months from 1 February 2013 until 31 July 2013 there had been 156 four weekly extensions of the tenancy giving the ish of 13 August 2025. The tribunal reserved the position regarding the ish date until the conclusion of the CMD.

### **Case management discussion**

5. Mr Gray was seeking an order for eviction on the basis that the tenancy had been brought to an end and it was reasonable in all of the circumstances that the eviction be granted. He had provided a detailed written submission setting out the Applicants' position. They had tried to sell the property with the Respondent as a sitting tenant without success. His clients were elderly and not in good health and wanted to realise their asset. He gave details of a recent telephone discussion he had with the Respondent. She was sorry the tenancy was coming to an end and she had been in touch with the local authority to seek a new tenancy in the public sector. She would be homeless if the eviction is granted. She felt she has been a model tenant but she understood the Applicant's wish to sell.

## **6. Findings in fact**

- The Applicant is the owner and registered landlord of the property.
- The parties entered into a short assured tenancy agreement on 1 February 2013 with an agreed initial period of 1 February 2013 to 31 July 2013 and four weekly thereafter.
- The Respondent was served with a valid notice to quit and section 33 notice on 19 March 2025.
- The tenancy has come to an end.
- Tacit relocation is not occurring.
- The Applicants have only one rental property.
- The Applicants wish to sell the property and realise the asset due to poor health and their age.

## **Reasons**

7. This was an undefended eviction application. The Tribunal was satisfied that it had sufficient information before it to make a decision and the procedure had been fair. The tribunal considered the notices to quit provided. The terms of the tenancy agreement provided were unusual in that after the initial 6 month period the tenancy continued four weekly. The rent was however due per calendar month. Mr Gray took the view that this four weekly continuation meant that the ish date was 'floating' and would change every 4 weeks. He had worked out that it had been extended 156 times up until the notice to quit of 14 July 2025. The tribunal disagreed with this analysis. It was the tribunal's view that a common sense reading of the tenancy agreement and the case law surrounding notices to quit was that the ish date has to be one that the tenant can reasonably be expected to work out from the reading of the tenancy agreement. This would mean the ish date was 31 of the month and in the tribunal's view the tenancy was brought to an end by the combination of the section 33 notice and notice to quit served on the Respondent on 19 March 2025 where the notice to quit had an ish date of 1 May 2025 (the day after the 31 of the month). The Tribunal was fortified in that view by reading *Stalker on Evictions* at page 58 to 59. If the tribunal was wrong and the notice to quit with the ish of 1 May 2025 was invalid, the second notice to quit with the ish of 13 August 2025 had also been served on the Respondent. It was logical to assume that one way or another the tenancy had been validly brought to an end by service of a notice to quit.

8. Turning to reasonableness the tribunal was satisfied that it was reasonable in all of the circumstances to grant the eviction order. The Applicants have only one rental property and for reasons of health and age they wish to sell. The Respondent is aware of this and has taken steps to seek alternative housing. She is not opposed to the eviction.

## **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.

# Lesley Ward

5 February 2026

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Legal Member/Chair

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Date