



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

Chamber Ref: FTS/HPC/EV/25/4368

Re: Property at 6 BERNERAY COURT, INVERNESS, IV2 3BF (“the Property”)

Parties:

Mr Kevin Dingwall, 4 Lodge Avenue, Inverness IV2 4NP (“the Applicant”)

Dr Tamas Kadar, 6 Berneray Court, Inverness, IV2 3BF (“the Respondent”)

Tribunal Members:

George Clark (Legal Member) and Angus Lamont (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and issued an Eviction Order against the Respondent.

Background

1. By application dated 8 October 2025, the Applicants sought an Eviction Order against the Respondent under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”). The Ground relied on was Ground 1 of Schedule 3 to the 2016 Act, namely that the landlord intends to sell the Property.
2. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Parties, which commenced on 6 May 2024 at a rent of £850 per month, and a Notice to Leave dated 10 July 2025 advising the Respondent that an application to the Tribunal under Ground 1 would not be made before 5 October 2025. The Applicant also provided the Tribunal with a copy of a letter of 29 April 2025 from Tailormade Moves, estate agents, Inverness confirming their engagement to act as estate agents in the sale of the Property.
3. The Applicant provided copies of emails between the Parties. Including one dated 1 October 2025 in which the Respondent stated that he and his wife and son want to buy the Property. They had spoken to the Council who had confirmed that if they left the Property of their own accord that would be

considered to have deliberately made themselves homeless, and the Council would not then help them. In an email of 3 October 2025 to the Respondent, the Applicant suggested that they agree a valuation of £146,000 and asked when he could expect to receive a formal offer.

4. On 1 April 2026, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 22 April 2026.
5. On 2 April 2026, the Applicant made written representations. He attached an email from the Respondent of 13 March 2026 in which the Respondent said they had not changed their minds about purchasing but had to find another lawyer.
6. On 21 April 2026 the Respondent made written representations to the Tribunal. He stated that they had planned to rent the Property for 5-10 years because their son had been about to start his university studies, but less than a year later, they received the Notice to Leave. He referred to the letter from the Council essentially prohibiting them from moving out because they would consider it as voluntarily choosing homelessness. They decided to buy and, after a number of unsuccessful attempts to purchase, the Respondent decided to buy the present Property, but the lawyer they had engaged disappeared and the firm said all their lawyers were busy and could not handle the case. The Respondent stressed that he and his wife and son genuinely intend to purchase the Property and requested eviction proceedings be suspended or postponed until that happens. His wife and son are both full-time cleaners at a nearby hotel, and the Respondent is a self-employed food delivery driver, and he has also set up a private investigation practice which is still in its infancy. He attached an email of 2 March 2026 from Fulton's, solicitors, Clarkston and Glasgow confirming that they did not have capacity to assist with a new purchase and recommending another firm across the street from their Clarkston office.
7. On 10 May 2026, the Applicant submitted an email of 6 May 2026 to his solicitors from Rollos Law LLP, St Andrews, on behalf of the Respondent, and his reply to his solicitors stating that they did not have an agreed purchase price. In the email from Rollos Law LLP, the Respondent was looking for a Home Report as a guide which he could also present to lenders and was suggesting sharing the cost with the Applicant. The Applicant replied to his solicitors again on 7 May 2026, saying that he thought it was a delaying tactic, as he had asked the Respondent several times for a final offer, but it had not been made.
8. On 14 May 2026, the Respondent provided the Tribunal with an "Approval in Principle Certificate" from Metrobank, which expired on 24 November 2025. It indicated that a mortgage of £115,000 would be available to the Respondent, his wife and son, subject to satisfactory references in respect of employment and a satisfactory valuation. He also submitted a copy of an email that he had sent to three firms of surveyors on 29 April 2026, asking them to quote for carrying out a valuation of the Property.

Case Management Discussion

9. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 14 May 2026. The Applicant was present. The Respondent was present and was assisted by a Hungarian interpreter. He was represented by Ms Dorka Ilonka of Rollos Law LLP, St Andrews.
10. The Applicant told the Tribunal that he was selling in order to clear the mortgage over his home. His mother had passed away and with the inheritance from her he had paid off the mortgage on the present Property. He had bought it at the height of the market and was now in a negative equity position. He wanted a resolution to this long saga so that he can get on with his life. The situation had had a significant impact on his life and his wish to relocate with his family had fallen through as a result. He just wanted the flat back or a realistic offer from the Respondent but would not accept a valuation based on the present condition if that was impacted by any deterioration or damage for which the Respondent was responsible under the tenancy. The Property had been immaculate when the tenancy began. He was not convinced that any offer from the Respondent would be realistic, as he had talked of reducing it by £10,000 because of issues with the windows and staircase.
11. The Tribunal told the Parties that, based on the position as stated by the Parties in their written submissions, it was satisfied that the Applicant intends to sell the Property and that one possible resolution would be to issue an Eviction Order but delay by three months the earliest date on which it could be enforced. That would allow the Respondent adequate time to arrange a valuation, submit an offer and, if that was accepted, for the conveyancing formalities to be completed. The Respondent's solicitor responded that her preference would be to continue proceedings to a further Case Management Discussion in 4-6 weeks and, if a resolution had not been found by then, to issue an Eviction Order to be enforceable three months later. The Applicant's view was that he wanted a reasonable offer in the near future, failing which he wanted the Property back so that he could sell it.
12. The Respondent told the Tribunal that he had made several attempts to purchase other properties and the "Approval in Principle Certificate" had been obtained in connection with one of the unsuccessful purchases. When he received the Notice to Leave, he and his family looked first to rent another property. This was not successful, so they decided to buy and, after a number of failed attempts, they decided in January 2026 to purchase the present Property, as it would be easier and quicker and it is in an excellent location. They were, however, let down by their solicitor disappearing and the firm saying they were too busy to handle their purchase, so they could not provide a formal offer. The Respondent stated that there was no damage caused to the Property during the tenancy, but he accepted that, if that were not the case, any damage for which he was responsible under the Tenancy Agreement should be disregarded in arriving at a valuation. He also referred to the fact that he had fallen ill during the process and had received hospital treatment.

13. The Applicant stated that, one week before the period stated in his email giving Notice to Leave expired, the Respondent told him that he was not leaving as the Notice was defective. The Applicant had accepted his mistake, served the proper Notice to Leave and the clock started again. The price he had suggested was less than he paid in 2007 and was supported by evidence of the prices of the last 3 flats sold in the location. The Respondent has had months to provide him with his acceptance or a counter-offer with proof of a mortgage offer and funding of the balance of the price. He was deeply concerned that an offer, should it be made, will not be acceptable and three months is a long time to wait for that situation to arise.
14. The Respondent's solicitor expressed concern that if a deal could not be agreed, three months was a very short time in which to find another property.

Reasons for Decision

15. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to decide the application without a Hearing.
16. Section 51 of the 2016 Act states that the Tribunal is to issue an Eviction Order against the tenant under a Private Residential Tenancy if, on an application by the landlord, it finds that one of the eviction grounds named in Schedule 3 to the 2016 Act applies.
17. Ground 1 of Schedule 3 to the 2016 Act provides that it is an eviction ground that the landlord intends to sell the let property and that the Tribunal may find that Ground 1 applies if the landlord is entitled to sell and intends to sell it for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it, and the Tribunal is satisfied that it is reasonable to issue an Eviction Order on account of those facts. Ground 1 goes on to state that evidence tending to show that the landlord has that intention includes (for example) a letter of engagement from a solicitor or estate agent concerning the sale, or a recently prepared Home Report.
18. The Tribunal noted that the Applicant has instructed estate agents and had engaged in preliminary discussions with the Respondent regarding a possible sale, so was satisfied that the Applicant intends to sell the Property. Accordingly, the only matter for the Tribunal to decide was whether it would be reasonable to issue an Eviction Order.
19. The Tribunal noted the reasons given by the Applicant for wishing to sell the Property, including a desire to relocate with his family. The Tribunal also took account of the fact that it appeared from emails that the Applicant had asked the Respondent on 3 October 2025 when he might expect an offer, having indicated the price he would accept, but the Respondent did not come forward with an offer at that time. He had repeated in January 2026 his intention to purchase but had not confirmed that the price suggested would be acceptable

to him, had not arranged a valuation and, four months on, had still not submitted an offer.

20. It is not the function of the Tribunal to broker a deal between the Parties regarding the sale of the Property. It is for the Respondent, as prospective purchaser, to obtain a valuation (a Home Report not being required in an agreed sale), arrange his finances and instruct his solicitors to submit a formal offer, which the Applicant is entitled to accept or reject.

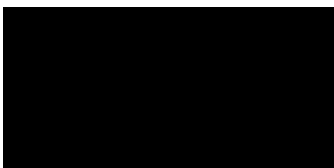
21. Having considered carefully all the evidence before it, the Tribunal decided that it would be reasonable to issue an Eviction Order,

22. The view of the Tribunal was that, whilst there was still a possibility of an agreed sale, the Applicant appeared to be doubtful that the Respondent would make a realistic offer and, in turn, the Respondent was doubtful as to whether any offer he made would be accepted. Nevertheless, it remained a possible outcome and the Tribunal decided that delaying the enforcement date of an Eviction Order by a period of three months would provide the Respondent with sufficient time to complete the process of valuation, offer and arranging mortgage finance. The Tribunal was not prepared to continue the case to a further Case Management Discussion as it was likely that that would be at least three months ahead and, if an Eviction Order was issued, it would be a further 30 days before it could be enforced. The Tribunal had to consider the impact on both Parties of issuing or not issuing an Eviction Order and that included providing the Applicant with reasonable protection against an acceptable offer from the Respondent not materialising. Accordingly, the Tribunal decided that the Eviction Order should not be enforceable before 17 August 2026.

23. The Tribunal's decision was unanimous.

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.



Legal Member/Chair

14 May 2026
Date

