



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”) and Rule 66 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”)

Chamber Ref: FTS/HPC/EV/24/5092

Re: Property at 32 Westermains Avenue, Kirkintilloch, G66 1EH (“the Property”)

Parties:

Mr Brian McGeady, 59 Victoria Road, Lenzie, Glasgow, G66 5AP (“the Applicant”)

Julie Murray, 32 Westermains Avenue, Kirkintilloch, Glasgow, G66 1EH (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

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

Background

1. The application submitted on 5 November 2024 sought an eviction order on the basis that the Short Assured Tenancy had been brought to an end by service of the relevant notices. The Applicant had also indicated in his application an intention to sell the Property and had subsequently provided a supporting document from CODA Estates dated 8 November 2024 confirming that they were instructed to deal with the proposed sale. The tenancy had commenced on 31 October 2013, although the Respondent had occupied the Property, originally as a joint owner for several years, prior to becoming the tenant, due to her marital separation and change in circumstances.

- 2 Following initial procedure and submission of further supporting information by the Applicant, the application was formally accepted by the Tribunal on 28 January 2025. Notification of the application and details of the Case Management Discussion (“CMD”) fixed for 16 July 2025 was served on the Respondent by way of Sheriff Officer. In terms of said notification, the Respondent was requested to lodge any written representations.
- 3 Written representations were submitted on behalf of the Respondent by CAB by email on 1 May 2025, together with a mandate authorising them to act and confirming that they would be representing the Respondent at the CMD on 16 July 2025. Attached to the email from CAB was a detailed statement from the Respondent stating the background to the application, her position and some personal and health details relating to herself and her family. Also attached were some documents relating to an application brought by the Respondent against the Applicant in respect of the Repairing Standard, including some correspondence from the Applicant to CAB dated 9 April 2024, an RSEO dated 4 September 2024 and a Failure to Comply Decision/Rent Reduction Order of 20% dated 5 March 2025. There was a postponement request made on behalf of the Respondent but, following further correspondence in the matter and due to various procedural issues, the postponement request was unable to be further considered in advance of the CMD. In the circumstances, CAB were requested to attend the CMD on behalf of the Respondent.

Case Management Discussion – 16 July 2025

1. The Case Management Discussion (“CMD”) took place by telephone conference call on 16 July 2025 at 10am and was attended by the Applicant, Mr Brian McGeady and by Mr Ross Bradley, Money Adviser, of CAB. He advised that he had not previously been involved in this case and was just ‘standing-in’ in the circumstances for the CAB adviser who has full knowledge of the case. The CMD was heard by the same Legal Member but a different Ordinary Member.
2. After introductions and introductory remarks by the Legal Member, it was explained that, as the Respondent was represented, the Tribunal would proceed with the CMD to at least make some procedural progress with the case but that it appeared to the Tribunal from the written representations that the application would require to be adjourned to a further CMD or Hearing.
3. Mr McGeady explained his position and the reasons he wishes to recover possession of the Property. He confirmed that he wishes to sell and that he first raised this issue with the Respondent before he served notice last year. He has ten properties which he lets out, five of which he wishes to sell immediately and the remaining properties next year. He is 65 and has had a heart attack and wishes to let things take their natural course and to stop being a landlord. He stated that he has not been involved in eviction proceedings with the Tribunal previously and does not really know what to expect. He stated that this particular tenancy and tenant have become difficult to manage but that there is

nothing personal in his decision to sell this Property. He explained that this Property has become financially unviable for him to keep on as the rent is only £750 per calendar month, which is way below current market rentals for comparable properties, and there is currently a 20% reduction in rent in respect of the repair issues. There is an interest-only mortgage on the Property, the term of which expires soon, although he confirmed that he would be able to re-mortgage so there is not an immediate time pressure.

4. Mr Bradley confirmed that the Respondent is opposed to eviction and struggles with both her physical and mental health. Reference was made to the statement from the Respondent which has been lodged. He does not know whether she has considered other housing options such as an alternative private let, or social housing through a housing association or local authority. He is aware that there is damage to the Property and that works in this regard are due to be carried out later this month.
5. Mr McGeady explained the problems with the Property which are related to water ingress into the garage conversion which has been used as a laundry. Works to the roughcast and roof are required, due partly to issues caused by the cavity wall insulation. He confirmed that these are long-standing problems which were in existence and known about by the Respondent prior to his purchase of the Property from her. Substantial and expensive works are due to take place, commencing on 21 July 2025, involving the garage roof replacement, roughcasting repairs and internal plasterwork. He stated that he did not know anything specifically about the Respondent's health conditions but did not think that an ongoing tenancy between them was feasible, given the deterioration of their relationship. His concern is that he needs to recover maximum value for the Property due to his own circumstances and that the Respondent is trying to find someone to purchase the Property for him and take her on as a sitting tenant. However, he said that this puts him in an awkward situation as they are offering much less than market value. He has not looked at trying to find such a buyer himself, for the same reason, although he stated that he would have no issue with the Respondent staying on in the Property if such a buyer could be found or if she was in a position to purchase the Property herself, as long as full market value was achieved. He conceded that nothing would really move on until the proposed repairs were completed, as this was likely to have a bearing on the market value.
6. The Legal Member explained that the Tribunal requires to be satisfied not only that the eviction ground, that the Short Assured Tenancy has been brought to an end by the service of the relevant notices, has been met but also that it is reasonable, in all the circumstances, for an eviction order to be granted. The Tribunal requires to have regard to the background circumstances requiring the Property to be sold and also the personal, health and financial circumstances of both parties in assessing reasonableness and that this would ultimately require to be decided following a full Evidential Hearing. It was explained that the Tribunal would expect both parties to demonstrate that they have considered any other available options for resolving matters, such as the Respondent looking at alternative housing options for herself and her family, or

whether any other resolution of the situation between the parties may be possible.

7. There was some further discussion regarding arrangements for an Evidential Hearing and agreement that the hearing would be suitable to be heard by way of video-conference and that a suitable date would be identified and intimated to the parties. The likely timescale for the Evidential Hearing was discussed and both parties were asked to intimate any unsuitable dates, of which they are currently aware, within the next 7 days. The Tribunal confirmed that a Direction would be issued requiring any further documentation to be lodged within a particular timescale. Mr Bradley was asked regarding the current situation at CAB and the likely lack of an adviser to deal with the case meantime. He confirmed that the position had been advertised and hoped that a replacement adviser would be appointed soon but that, if not, they would speak to the Respondent regarding alternative representation. It was unclear whether or not Mr McGeady intends to seek legal representation. Parties were thanked for their attendance and the CMD concluded.
8. Following the CMD, the parties were issued with a detailed CMD Note narrating the above details and a formal Direction to be complied with in advance of the Evidential Hearing.

Direction

9. The terms of the Direction were as follows:-

“1. The Applicant is required to provide any written submissions, documentation or further evidence, in support of his stated reasons for wishing to recover possession of the Property and in respect of his position as to the reasonableness of the Tribunal granting an eviction order in the particular circumstances of this case; said evidence should include further details concerning the Applicant’s proposed sale of the Property, his reasons for wishing to sell and any relevant details concerning his current financial/personal/health circumstances, including his wider property portfolio and any other options he has considered in respect of this tenancy/Property.

2. The Respondent is required to provide any written submissions, documentation or further evidence in respect of the Applicant’s stated reasons for wishing to recover possession of the Property and her position as to the reasonableness of the Tribunal granting an eviction order in the particular circumstances of this case; said evidence should include (i) medical evidence in the form of a GP report or otherwise in respect of her stated health and medical conditions, (ii) details and supporting evidence concerning any steps she has taken to explore alternative housing options for herself and her family, and (iii) any other relevant details and supporting evidence concerning her current personal/financial/other circumstances, including income details and entitlement to any state benefits.

3. Both the Applicant and Respondent should provide details of any witnesses

they intend to call to give evidence at the Evidential Hearing to be fixed in respect of this application, and must make arrangements for the attendance at the Hearing of any such witnesses;

The documentation referred to above must be lodged with the Tribunal Administration as soon as possible but no later than 28 days prior to the Evidential Hearing to be fixed in respect of this application.”

Further Procedure

10. An Evidential Hearing was subsequently scheduled for 11 November 2025 and parties notified accordingly.
11. On 16 July 2025, the Respondent's representative submitted further written representations (after the CMD had concluded) regarding no dates to avoid for the Respondent and providing her further representations regarding issues discussed at the Tribunal, in particular regarding her understanding that two potential landlords had contacted the Applicant and that he had indicated that no offer would be accepted in respect of the Property.
12. On 14 August 2025, the Applicant lodged further written representations in response to the above. He explained that he had only been telephoned by one property investment company and had been unhappy about his number having been given to them and his understanding that such companies will only ever pay less than market value for properties. The Applicant also provided an update on the repair issues which had been discussed at the CMD.
13. On 26 September 2025, further representations were lodged by the Applicant, further updating the Tribunal regarding the repair works which had now been carried out and the outstanding minor works to be carried out once the plaster has dried.
14. On 10 November 2025, after close of business, the Applicant lodged some further representations, together with some additional supporting paperwork, namely his medical records and some email correspondence with a Mr Barker dated 8 and 9 November 2025, whom the Applicant advised was one of his other tenants. This stated that tenant's intention to purchase his own property within the next 6 to 9 months and to move out of the tenancy property which he regarded as a temporary tenancy. These representations were circulated to the Tribunal Members on the morning of the Evidential Hearing (11 November 2025) but could not be circulated to the Respondent's representative, due to the sensitive nature of the medical records produced, without the Applicant's consent to this.

Evidential Hearing – 11 November 2025

15. The Evidential Hearing took place via video-conferencing, commencing at 10am on 11 November 2025. It was attended initially by the Applicant, Mr Brian

McGeady and by Ms Gillian Howard, Adviser, of CAB, on behalf of the Respondent. Ms Howard advised that the Respondent was on her way and requested a short delay to allow her to be in attendance. Mr McGeady's consent was obtained to the circulation of his medical information to the Respondent and this was done. The Tribunal then adjourned briefly to allow the arrival of the Respondent and for she and Ms Howard to have an opportunity to consider Mr McGeady's late representations.

16. On resumption, the Respondent, Ms Julie Murray, was in attendance and it was confirmed that she and Ms Howard had read the late representations. Mr McGeady explained the late lodging of these documents and, in light of this, the Tribunal allowed them to be lodged and taken into account.
17. There was initial discussion regarding the CMD which had taken place previously, the Direction which had been issued to parties and the responses received to that. Ms Howard was asked why the Direction had not been complied with by the Respondent. She explained that she was new to the case this week and that there had only been a 'stand-in' present at the CMD as the previous CAB adviser had just left. Ms Murray did not appear to be aware that she had been requested to provide further supporting documentation, over and above that which had been lodged at the outset by her previous adviser. Both parties confirmed their positions remained the same as had been stated at the CMD and that neither of them had any additional witnesses. The procedure to be followed was explained by the Legal Member and the Evidential Hearing proceeded.
18. Both Mr McGeady and Ms Murray gave evidence, with each having the opportunity to question the other and then sum-up their case. The Tribunal Members asked questions throughout the proceedings of both parties.

Evidence of Applicant – Mr Brian McGeady

19. Mr McGeady confirmed that he wanted out of the rental industry as he is not young anymore. He has been a landlord for 18 years and this has generally been a positive experience. However, he now wants to retire and enjoy life. He has an Irish passport and wants to move abroad. He is retiring through ill health and made reference to the medical evidence he has produced in support. He has heart issues, emphysema, gout, osteoarthritis and requires a hip replacement. He has high blood pressure, which he thinks is stress-related and several less serious conditions. This is all indicative that it is sensible and necessary for him to retire. The landlord/tenant legislation is making continuing to rent out less appealing and he has been reviewing his financial position. He will be 66 on his next birthday, lives alone, does not have any other work or pension so he will have to be self-sustaining in his retirement in terms of his income. He requires to recover his capital from his properties, invest the capital and then live off the interest. Mr McGeady explained that he owns no property abroad. He uses CODA Estates in the management of his property portfolio and has had advice from them in this connection. He has nine rental properties, including this Property, three of which are jointly owned with his ex-partner. All

of the properties are tenanted and none are up for sale at the moment. The three joint properties will be going up for sale as soon as the Minute of Agreement is signed with his ex-partner. Some of his tenants have indicated that they will be giving him notice in relation to their tenancies with him, due to changes in their own circumstances. He referred to the email lodged from one of his tenants.

20. This Property is currently the only one that Mr McGeady has formally served notice in respect of. This is due to this being the most troublesome property for him. It has cost him a lot of money and problems have arisen in his relationship with his tenant over the past twelve years. Mr McGeady explained how his tenancy with Ms Murray had come about. He had been approached by a friend of Ms Murray's who had asked if he would be prepared to purchase the property from Ms Murray, with her continuing to reside there as his tenant. He had agreed to this. He cannot remember if he had the Property surveyed at the time but he was unaware when he purchased that there were existing issues with the garage roof, which had been replaced prior to his purchase. The work had been poorly done and Mr McGeady claimed that Ms Murray had been aware of this at the time. Various problems have arisen since with water ingress and related issues affecting the garage. Mr McGeady confirmed that Ms Murray complained about this from early in the tenancy and ultimately raised a Repairs application through the Tribunal. He did explain the background circumstances to the Tribunal but they made an order and subsequently imposed a rent reduction of 20% due to non-compliance. Mr McGeady explained that he has recently completed all the necessary works to resolve the issue (detailed in paragraph 5 above) but the paperwork has not yet been finalised by the other Tribunal, so the rent reduction remains in place. These repairs were done at considerable cost and he considers that now is as good a time as any to sell the Property and re-coup the capital and some of his expenditure.
21. Mr McGeady explained that the monthly rent for this Property had never been increased and was only £750 which was very low. He had required to propose a rent increase to £1,250 around 6 months ago. Although this was quite a hefty rise, he stated that this was still less than the current market rental in this area. The proposed increase was not challenged by Ms Murray but the rent increase had still not been honoured by her as yet. Mr McGeady explained that he would have been very happy for Ms Murray to remain in the Property, but only if he could achieve market value in any sale. He is not prepared to sell for less than the market value as he has to look to his own circumstances and plans for retirement. There is an interest-only mortgage over the Property which will require to be redeemed on sale. He is aware of the many companies operating who will try and buy up properties for less than market value and he is unhappy that Ms Murray gave some of these companies his details, without his consent, to try and pressurise him into selling to them. He reiterated that if another landlord was willing to purchase from him at the right price, with Ms Murray as a sitting tenant, that would be fine. However, in his experience, the price that would be offered in such circumstances is 10 to 15% less than the property value. Mr McGeady wishes to put this Property on the market on an 'offers-over' basis to achieve the best possible price as it is in a popular area and he has spent so much money on it. He confirmed that he does intend to sell his

other properties too, in order to re-coup his capital and because a number of the mortgages are costing more than the rents which can be achieved at the present time. He estimates that, apart from this Property, another four of his properties will be on the market soon, with others following a year to eighteen months later. He hopes to realise most of his property portfolio within two to two and a half years. He feels sorry for Ms Murray and appreciates that she has had a hard time. However, they do not get on well and he needs to think about his own health and financial security.

22. Ms Howard cross-examined Mr McGeady. She asked him about the property company, CCL & B, he was involved in with his children. Mr McGeady confirmed that the company name had been the initials of his three children and himself but was now closed. He denied that his children were set to take over his property business. He stated that two of his children own a separate property. Mr McGeady was asked about the mortgage over the Property. He confirmed it was interest-only as this is a lot cheaper. However, around three months ago, his monthly payments were to increase from around £300 to £850 due to increased rates, so he re-mortgaged to get a better deal. However, that rate will end in two years' time and the rent payments do not keep up with the rising mortgage costs. Ms Howard stated that Mr Murray's rent is paid by Universal Credit and that the full increased rent will be met by this but Mr McGeady reiterated that the increased rent is not currently being paid. Mr McGeady was asked about two alleged outstanding repairs, one to a garden fence and the other involving holes in the garage walls where the paint is coming off. He confirmed that the plaster was thicker in some places and may not have been totally dry but that these areas will be repainted when they are totally dry. Ms Howard stated that the fence was included in the repairs intimated to Mr McGeady in 2022/2023. Mr McGeady stated that the section of fence had come down in storms and that it was a communal fence. It was then clarified that a new section of the fence may have fallen down.

Evidence of Respondent – Ms Julie Murray

23. Ms Murray confirmed that she sold to Mr McGeady in 2013 when her marriage broke up and she was left on her own with three children. He had agreed to buy the Property and then rent it out to her. She denied having replaced the garage roof previously or having had any issues with the Property before Mr McGeady bought it. Various issues arose with cracks appearing and plaster coming down. At first, she had tried to attend to repair issues herself, and she had help from her mum and dad, but she and they subsequently had health problems and this was no longer possible. When she had gone into hospital in 2015, for around a year, with a brain tumour, the children had gone to stay with her mum. Some time after they had returned to the Property, Ms Murray said she had started to raise the repairs issues with Mr McGeady, with whom she then thought she had a good relationship. However, she said a pattern arose where she would ask him to do something and he would not do it. This happened on many occasions. Eventually, she got in touch with CAB for advice as there was now water ingress into the garage, causing mould, fungus and other damage. People came out to look at the garage but months went by without anything being done. A Repairs application was made to the Tribunal around 2022 and found in her favour. She thinks this led to Mr McGeady serving Notice to Quit on her. Ms Murray stated

that this was very stressful as she is disabled and walks with a stick and her family are not now well enough to assist her.

24. Ms Murray confirmed that, since 2015, she has had a brain tumour removed twice and has also had meningitis, two strokes and an aneurism. She cannot now do anything herself in the house. Her children are 19, 16 and 14 and require to assist her on a daily basis. They are young carers and they get respite help. Ms Murray said that a move to another property would be tragic for her as the house has disability adaptations and would be a catastrophe for her mental health. She has been made aware of Mr McGeady's health conditions but feels that as soon as she complained to the Tribunal, he decided to 'kick her out'. She knows he has other rental properties and questions why only she is being evicted.
25. Ms Murray explained that she wants to stay in the Property. She cannot buy it back from Mr McGeady because her financial circumstances mean that she cannot get a mortgage. She was hoping he would agree to sell with her as a sitting tenant and had phoned a company to ask about this possibility. As to what Mr McGeady had said about selling for less than market value, Ms Murray stated that Mr McGeady had originally purchased the Property from her at less than its full value. Ms Murray confirmed that she is in receipt of Universal Credit and that her mum helps her with her finances and is in control of her benefits, due to Ms Murray's health difficulties. She was not therefore sure of all of her benefits details but thinks she gets £12,750 per year. Ms Murray has been in contact with the local authority for Housing Options advice but has not been offered anything as yet. It was stated that they will not accept a homeless application until a decision is made by the Tribunal on eviction. She has been told that it could be six years before she gets an offer of permanent accommodation through East Dunbartonshire Council and if homeless, she would only get temporary accommodation, which would not be suitable at all, given her health conditions and needs. However, Ms Murray has strong ties to this Property and is determined to fight to remain there. She has never been in rent arrears and CAB have managed to get her Universal Credit increased to cover the full increased rent, due to the Local Housing Allowance applicable to three bedroom properties in this area. Ms Murray confirmed that her youngest two children attend Lenzie Academy, although her middle child also attends college part-time. Her eldest child is in their final year at college and hopes to go on to university. As to adaptations to the Property, Ms Murray confirmed that a wet-room was put in and some handrails at the stairs, through Occupational Therapy. She needs daily help with shopping, housework, making meals, walking and personal care.
26. Ms Murray was asked if she accepted that, since 2013, the Property had been owned by Mr McGeady and that tenancies often require to come to an end in circumstances such as where the landlord retires or dies. Ms Murray responded that she had understood that Mr McGeady's family would be taking over his business and that she would therefore be able to stay in the Property. She was also asked if she considered that her medical issues meant that there would be nowhere else suitable for her to live, other than this Property. She responded that she could not be certain that anywhere else would be suitable for her.

27. Mr McGeady cross-examined Ms Murray about the roof repairs issue and she denied that there had been pre-existing issues that she was aware of when he purchased the property. She confirmed that, although further works had now been carried out to the garage roof which had resolved the water ingress, before that Mr McGeady had only ever carried out patch-up repairs.

Summing-up

28. Mr McGeady stated that Ms Murray's attachment to the Property is incredible, although it is clearly not her house anymore. He said that this was a Short Assured Tenancy and that Ms Murray had been issued with an AT5 advising her of this and had signed up to this tenancy in 2013. She was therefore aware that the landlord could decide to sell whenever they wanted. She had been able to live there as a tenant for 12 years. However, for health and other reasons, he now requires to sell. He would be happy for her to stay in the house if she can but he needs to secure a reasonable sale price for the Property.

29. Ms Howard stated that this has been a long, emotional and hard time for Ms Murray. The Property is the one stable thing in her life. She sought support in order to have the repair work done and thinks that this is why she was then asked to vacate the Property. It would be damaging to Ms Murray's mental health if she and her children were to be evicted. This is why Ms Murray had hoped that Mr McGeady would sell to another landlord, with her as sitting tenant, especially as he had originally secured the Property for under market value. It was pointed out that Mr McGeady owns a number of other properties, not just a handful, and may have other options.

30. Mr McGeady stated that, if the Tribunal decided to grant an eviction order, he would be amenable to the Tribunal extending the usual timeframe for eviction to give Ms Murray additional time to secure suitable alternative housing.

Outcome

31. At the end of the hearing, the Tribunal confirmed that they would now require to fully consider the application, in light of the evidence presented and would issue their decision in writing as soon as possible. The Legal Member explained that this may be a decision to grant the eviction order sought, refuse the order sought or to adjourn the proceedings, without making a decision at this stage. Everyone was thanked for their attendance and the hearing concluded.

32. The Tribunal carefully considered the application, together with the documentary evidence lodged and the oral evidence heard from parties at the Evidential Hearing. The Tribunal considered that they were unable to make a decision in this application, without further evidence being provided by both parties. The Tribunal had hoped that the documentary evidence required in terms of the Direction issued following the CMD would have been lodged in advance of the Evidential Hearing. The detailed terms of the Direction are narrated at paragraph 9 above.

33. Although some documentation had been lodged by Mr McGeady, including medical evidence, the Tribunal was of the view that some further evidence was required in respect of certain matters. As per the previous Direction, further details concerning Mr McGeady's property portfolio are required, not just in respect of this particular Property but in respect of his decision to sell this Property first and at the present time. Mr McGeady had given evidence that he owns ten properties, including the one he lives in and the one the Respondent lives in. The other properties were let out currently and Mr McGeady confirmed that he had not yet served notice in respect of any of these. He confirmed that three of his properties are jointly owned with his former partner and that solicitors have been involved in finalising a separation agreement between them which covers what is to happen with regard to the jointly-owned properties. Mr McGeady referred to evidence having already been lodged in this regard but the Tribunal has no record of this. The only supporting documentation lodged in this regard is a letter from CODA Estates at the outset of this application, confirming their instruction to act in the proposed sale of this Property and the email correspondence lodged just prior to the hearing from one of Mr McGeady's other tenants. Mr McGeady mentioned that he has been in discussion with CODA Estates about his portfolio generally and he also confirmed having a solicitor acting for him in matters concerning his ex-partner and their joint properties. Mr McGeady also gave evidence about the mortgage deals affecting this and his other properties and his understanding of the detrimental effect on the achievable sale price if he were to sell this Property with Ms Murray as a sitting tenant. The Tribunal considers that it would be of assistance to the Tribunal to have further evidence produced by Mr McGeady in respect of these various matters, especially given the basis of Ms Murray's defence to the eviction proceedings.
34. Ms Murray had not complied with the Tribunal's previous Direction. Again, the Tribunal considers it would be of assistance for the Respondent to lodge any evidence in respect of the matters indicated in that Direction. In particular, evidence was given at the hearing about Mr McGeady applying a rent increase in respect of the Property, from £750 to £1,250 per calendar month, which was supposed to have been implemented as of 1 October 2025. Ms Murray stated that she had not opposed same. Ms Howard appeared confident that a corresponding increase in the benefits/discretionary housing payment (DHP) paid to Ms Murray would be awarded, although it appeared that a decision on that had not yet been made. It had been further explained that Ms Murray's mother administered her benefits for her, due to the effects of Ms Murray's health conditions on her ability to manage these matters herself. For that reason, the evidence given by Ms Murray regarding her benefits' income at the hearing was not particularly certain. The Tribunal was of the view that, in order that it could assess the likely sustainability and ongoing affordability for the Respondent of this tenancy, that details of her current benefits entitlement and any pending increases to her benefits entitlement required to be produced.
35. In view of the above, the Tribunal decided to adjourn the application and issue a further Direction to both parties. On receipt of any further supporting evidence, the Tribunal would then determine the appropriate further procedure, which

may or may not involve a further hearing. A further hearing would not accordingly be scheduled, pending responses to the Direction. Parties were issued with a detailed Hearing Note, outlining the above, together with a further Direction dated 11 November 2025. These were issued to parties on 27 November 2025.

Further Direction

36. The terms of the further Direction were as follows:-

“1. The Applicant is required to provide any written submissions, documentation or further evidence, in support of his stated reasons for wishing to recover possession of the Property and in respect of his position as to the reasonableness of the Tribunal granting an eviction order in the particular circumstances of this case; said evidence should include further details concerning the Applicant’s proposed sale of this Property, his reasons for wishing to sell this particular Property and any other relevant details concerning his current financial/personal/health circumstances, including his wider property portfolio and any other options he has considered in respect of this particular tenancy/Property. In particular, the Tribunal considers that this should include:-

- *Written confirmation from CODA Estates or other estate agent/letting agent/solicitor instructed by the Applicant in respect of this Property and the Applicant’s other properties as to the current position, and the Applicant’s intentions, in respect of each, the current valuation of this Property and the likely effect on the achievable sale price of same if it were to be sold with the Respondent as sitting tenant;*
- *Written confirmation from the Applicant’s solicitor confirming the current position, and the intention, as regards the properties currently owned jointly by the Applicant and his ex-partner, in terms of the separation agreement recently finalised between them;*
- *Written confirmation of the mortgage details affecting this Property and the Applicant’s other properties, including details of the current mortgage deals in place and their expiry dates.*

2. The Respondent is required to provide any written submissions, documentation or further evidence in respect of her position as to the Applicant’s stated reasons for wishing to recover possession of the Property and her position as to the reasonableness of the Tribunal granting an eviction order in the particular circumstances of this case; said evidence should, in the Tribunal’s view, include:-

- *details of her current income and entitlement to state benefits, together with any anticipated increases in her income/benefits to cover the recent rent increase; and could also include:-*
- *medical evidence in the form of a GP report or otherwise in respect of her stated health and medical conditions;*
- *details and supporting evidence concerning any steps she has*

taken to explore alternative housing options for herself and her family; and

- *any other relevant details and supporting evidence concerning her current personal/financial/other circumstances that she wishes the Tribunal to consider.*

The documentation referred to above must be lodged with the Tribunal Administration within 28 days of the issue of this Direction.”

Further Procedure

37. On 22 December 2025, the Applicant responded to the Direction attaching the following documentation:-

- (1) Statement of Evidence dated December 2025 from the Applicant explaining why it is no longer reasonable or sustainable for him to continue as landlord of this Property. He covered the background to his purchase of the Property in 2013 with the Respondent as sitting tenant; issues concerning the condition of the Property and repairs which have arisen; the breakdown of their landlord/tenant relationship including an incident concerning a gaspipe, a garden fence dispute, alleged conduct of the Respondent and the financial and emotional impacts upon him; and made reference to the evidence of the Respondent at the hearing when she had stated that she expected the Property to be her home for life and that the Applicant's children would take over his property business from him. He denied ever having discussed or agreed to these matters with the Respondent;
- (2) A further statement from the Applicant detailing his property portfolio as at December 2025, consisting of three properties, jointly owned by the Applicant and his former partner and seven properties owned solely by the Applicant, other than this Property. He stated his intention to sell the three joint properties once the Separation Agreement is finalised, which is expected in early 2026, and all the other properties, with the exception of two flats in Scotstoun, Glasgow which he was intending to retain as a long-term financial support mechanism for his retirement. All properties were stated to be currently tenanted. The Applicant explained his reasons for intending to sell most of his property portfolio;
- (3) An email to the Applicant from the tenant of 28 Earlsburn Road, Lenzie dated 9 November 2025, confirming his intention to end the tenancy within the next 6-9 months in order to purchase his own property;
- (4) An email to the Applicant from the tenant of 4 Birken Road dated 11 November 2025, confirming her intention to end the tenancy in 2026 in order to purchase her own property;
- (5) Correspondence to the Applicant from Godiva Mortgages dated 2 February 2024 with a re-mortgage illustration regarding a property at 12 Birken Road, Kirkintilloch, together with a subsequent re-mortgage offer dated 11 December 2025;
- (6) Correspondence to the Applicant from Godiva Mortgages dated 3 March 2025 with a re-mortgage illustration regarding a property at 17 Broomknowes Avenue, Kirkintilloch;
- (7) Correspondence to the Applicant from Godiva Mortgages dated 18 August

- 2025 with a re-mortgage illustration regarding a property at 28 Earlsburn Road, Lenzie;
- (8) Correspondence to the Applicant from Godiva Mortgages dated 29 October 2025 with a re-mortgage illustration regarding a property at 22 Larchfield Avenue, Glasgow;
 - (9) Correspondence to the Applicant from The Mortgage Works dated 7 August 2025 with a re-mortgage offer regarding the Property;
 - (10) A letter from CODA Estates to the Tribunal dated 19 December 2025. confirming their meetings with the Applicant to discuss his long-term plans in relation to his property portfolio, including his intention to sell properties, as part of his retirement planning and also their estate agency advice provided to the Applicant in relation to the proposed sale of his residential property portfolio, including the Property. They also confirmed that all of the Applicant's properties are currently tenanted and that they are instructed to act as selling agent in respect of the Property but that it is not yet being marketed. They confirmed their professional assessment, given their knowledge of the local market and current market conditions, of the open market value of the Property as £290,000 and that the effect of sale with a sitting tenant would be significantly adverse in terms of both marketability and achievable sale price (estimated at a reduction of 10-15%). They explained their reasoning for this assessment;
 - (11) Revised draft Separation Agreement between the Applicant and his former partner prepared by the Applicant's solicitors, Harper Macleod LLP, including provisions related to the sale of their three jointly owned properties;
 - (12) Annual Mortgage Statement from Birmingham Midshires dated 2 September 2024 relating to one of the Applicant's jointly-owned properties;
 - (13) Annual Mortgage Statement (2023) from Skipton Building Society relating to one of the Applicant's jointly-owned properties.
 - (14) A further copy of the Applicant's medical records;
38. On 5 January 2026, the Respondent's response to the Direction was received by email but contained a number of 'zip' file attachments which could not be opened by the Tribunal Administration. On 7 January 2026, the paperwork was re-submitted at the Tribunal's request. Consent from the Respondent was sought on 7 January 2026 for the paperwork to be circulated, given that it contained medical information. On 9 January 2026, a response was sought from the Respondent, with a reminder being issued on 19 February 2026. On 23 February 2026, an email was received from the Respondent's representative, apologising for their delay and confirming that the paperwork submitted previously could be circulated. This was attended to on 23 February 2026.
39. The documentation submitted on behalf of the Respondent, in response to the further Direction was as follows:-
- (1) NHS Discharge letter dated 30 May 2018 from Queen Elizabeth University Hospital (Neuro Surgery) in respect of the Respondent;
 - (2) NHS letter dated 21 May 2015 from Southern General Hospital (Institute of Neurological Sciences) confirming that the Respondent was currently an in-

- patient and expected to remain so for several weeks;
- (3) Letter regarding the Respondent's entitlement to Universal Credit of £2,075 in respect of the monthly period 6 November to 5 December 2025 which included housing costs of £1,250, a standard allowance, support in respect of two out of three children and a limited capability for work allowance;
 - (4) Letter from East Dunbartonshire Health & Social Care Partnership dated 10 December 2025 confirming that the Respondent was assessed by Occupational Therapy in July 2018 as requiring an adapted bathroom at the Property involving a wet floor shower and that this adaptation was consented to by the Applicant (as landlord) and funded through a Scottish Government Home Improvement Grant;
 - (5) A letter from the Respondent's childrens' school dated December 2025 in respect of two of the Respondent's children who are still pupils there, the school's knowledge of their home circumstances and caring responsibilities and the school's view of the adverse impacts eviction from the Property may cause them;
 - (6) A bank statement dated 5 December 2025 in respect of the Respondent's current account, together with associated screenshots, showing transactions in and out during November and December 2025.
40. On 10 March 2026, the Tribunal acknowledged the responses from both parties to date and requested any further representations or documentation from parties by 20 March 2026. It was explained that the Tribunal now intended to determine the application without convening a further hearing. No further responses were received from either party. The Tribunal accordingly proceeded to determine the application.

Findings in Fact

1. The Applicant is the owner and landlord of the Property.
2. The Applicant purchased the Property from the Respondent and her husband on 31 October 2013.
3. The Respondent had previously resided in the Property as a joint owner-occupier since around 2007 until she and her husband separated around 2013.
4. The Applicant agreed to purchase the Property but to immediately let it back out to the Respondent, which allowed her to continue residing there with her three children.
5. The Respondent is the sole tenant of the Property by virtue of a Short Assured Tenancy which commenced on 31 October 2013.
6. The Applicant issued the Respondent with an AT5 dated 21 October 2013.
7. The Applicant ended the contractual tenancy by serving a Notice to Quit and Section 33 Notice dated 1 May 2024, specifying the end of the notice period as 31 October 2024, which is an ish date in terms of the lease.

8. Both notices were in the correct form, provided sufficient notice and were served validly on the Respondent by Recorded Delivery/'signed for' post, posted on or around 5 August 2024 and delivered/signed for on 8 August 2024.
9. The Respondent has remained in possession of the Property following expiry of the notice period.
10. This application was lodged with the Tribunal on 5 November 2024, following expiry of the notice period.
11. The Applicant's wish is to sell the Property when he obtains vacant possession from the Respondent.
12. The Applicant has already instructed CODA Estates to act for him in the marketing of the property once he has vacant possession.
13. The Applicant's primary reasons for wishing to sell the Property are financial.
14. The Applicant also wishes to sell the Property as he no longer wishes to be a landlord in respect of this Property and due to the breakdown in the landlord/tenant relationship with the Respondent.
15. The Applicant wishes to recover the net capital from the sale of the Property, with a view to assisting with the funding of his retirement.
16. The Applicant is 65 years old and his current income comes from his business as a residential landlord.
17. The Applicant wishes to retire from being a residential landlord over the next few years, primarily for health reasons, and to move to Spain.
18. The Applicant states that he does not have other pension provision.
19. The Applicant has a number of health issues, including issues with his heart, blood pressure, emphysema and osteoarthritis, in respect of which he takes medication.
20. The Applicant has had a heart attack previously and considers that stress impacts negatively on his health.
21. The Applicant has found dealing with the Respondent in recent years to be stressful.
22. The Applicant has spent a lot of money on the Property recently to bring it up to the Repairing Standard and wishes to recoup some of that money spent by selling the Property.

23. The Respondent made a Repairing Standard application in respect of the Property against the Applicant during 2024.
24. A Repairing Standard Enforcement Order was made by a separate Tribunal in respect of the Property on 4 September 2024 and a Non-Compliance Decision/Rent Reduction Order of 20% was made on 5 March 2025.
25. The rent payable in respect of the tenancy was originally £750 per month and remained as such until it was increased by the Applicant to £1,250 per month, applicable from 1 October 2025.
26. The rent increase was not challenged by the Respondent.
27. There is an interest-only mortgage over the Property amounting to £114,149.88 which will require to be repaid when the Property is sold.
28. The Applicant's monthly mortgage costs had increased substantially in recent times, due to rising interest rates.
29. The Applicant re-mortgaged the Property around August 2025 to secure a better mortgage rate but this is limited to the first 27 months, following which the rate and monthly payments will rise significantly.
30. The Applicant jointly owns three residential properties with his former partner, one of which he currently resides in and the other two of which are currently tenanted.
31. In terms of a revised draft Separation Agreement prepared by the Applicant's solicitors, the three jointly owned properties are to be sold on finalisation of the Agreement and the net sale proceeds split between them.
32. The Applicant owns a further eight residential properties, including this Property, which are all currently tenanted.
33. All of the Applicant's let properties are subject to mortgages.
34. This Property is the Applicant's only property in respect of which notice has been served to date.
35. The tenants in respect of two of the Applicant's other properties intend to purchase their own properties and will be serving notice on the Applicant during 2026.
36. The Applicant intends to sell the three joint properties and five of his other properties, including this Property, in the relatively near future.
37. The Respondent contests the application.

38. The Respondent wishes to continue residing in the Property indefinitely, with her three children, aged 19, 16 and 14.
39. The Respondent has health issues and is permanently disabled as a consequence.
40. The Respondent has suffered meningitis, two strokes and an aneurism, and has had two brain tumours removed.
41. The Respondent was an in-patient in hospital for a period of around a year in 2015 and had a further period in hospital in 2018, due to these medical conditions.
42. The Respondent has mobility issues, walks with a stick and requires assistance with personal care, housework and everyday tasks.
43. The Respondent's three children assist with her care and have had 'Young Carers' support from their secondary school in this regard.
44. The Respondent's eldest child has left school and attends college.
45. The Respondent's younger two children attend a local secondary school, with the older of the two also attending college part time.
46. The Respondent's mother assists the Respondent with the management of her finances.
47. The Respondent's mother and her husband now have health issues of their own and cannot assist the Respondent to the same extent as previously.
48. The Property was adapted for the Respondent around 2018, when a wet-room was installed and some handrails at the stairs.
49. The Respondent is in receipt of Universal Credit of £2,075 per month, which includes a housing costs element of £1,250 per month, covering the increased rent.
50. The Respondent has lived in the Property for almost twenty years, is settled there and in the local area and is very attached to the Property.
51. The Respondent considers that it will impact negatively on her mental health and that of her three children if they require to move out of the Property.
52. The Respondent does not wish to disrupt her childrens' lives or education by moving house.
53. The Respondent cannot afford to purchase the Property back from the Applicant or purchase an alternative property, given her limited income.

54. The Respondent has tried to find another landlord who would be willing to purchase the Property from the Applicant, with the Respondent as sitting tenant.
55. The Respondent has sought advice from the local authority about social housing but has not been offered alternative accommodation as yet.
56. The Respondent would require at least a three-bedroomed property.
57. The Respondent has not yet made a homeless application to the local authority as she does not consider temporary accommodation to be feasible for her and her three children, particularly given her health conditions.
58. The Property has three bedrooms and is situated in a popular residential area where house prices are relatively high.
59. The Applicant wishes to achieve full market value for the Property in order to maximise his net capital from the sale to help fund his retirement.
60. The Applicant's estate agent estimates the achievable sale price of the Property on the open market as £290,000.
61. It is likely that the sale of the Property, with the Respondent as a sitting tenant, would reduce the achievable sale price by around 10-15%.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and initial supporting documentation, the Respondent's written representations in response to the application, the further documentary evidence produced in response to the first Direction by the Applicant in advance of the Evidential Hearing, the oral evidence of both parties at the Evidential Hearing and the further representations and documentary evidence lodged by both parties in response to the second Direction.
2. The Tribunal was satisfied that pre-action requirements including the service of the Notice to Quit and Section 33 Notice in terms of the 1988 Act had been properly and timeously carried out by the Applicant prior to the lodging of the Tribunal application. The Respondent had not raised any issues in respect of the pre-action requirements.
3. Section 33(1) of the Act states that an order for possession shall be granted by the Tribunal if satisfied that the short assured tenancy has reached its finish; that tacit relocation is not operating; that the landlord has given to the tenant notice stating that he requires possession of the house; and that it is reasonable to make an order for possession. The Tribunal was satisfied that all requirements of Section 33(1) had been met.

4. The Tribunal found the evidence of both parties to have been credible and consistent throughout and that they had both satisfactorily answered the questions posed to them by the Tribunal Members at the Evidential Hearing. They had also both complied with the second Direction issued by the Tribunal following the hearing, which enabled the Tribunal to reach a decision on the application, without the need for a further hearing to be convened.
5. The only issue in contention was for the Tribunal to decide whether or not it was reasonable to grant the order for possession sought by the Applicant. In considering reasonableness, the Tribunal required to balance all the evidence that had been presented to it and to weigh the various factors applying to each of the parties, as at the date of the hearing. The Tribunal's duty was to consider the whole of the circumstances in which the application was made.
6. The Tribunal accepted the Applicant's evidence that he wished to sell the Property as soon as possible, primarily for financial reasons, given his health issues, financial circumstances and other personal circumstances. The Applicant had explained in detail his wish to retire from being a landlord and also his intention to sell most of his property portfolio over the next two to three years, in order to recover capital to fund his retirement. He had provided details of his property portfolio, the interest-only mortgages outstanding on many of the properties, the increasing costs of his mortgages due to increased interest rates in recent years and the fact that he had recently required to re-mortgage many of the properties, including this Property, in order to secure better mortgage deals. The Applicant had provided detailed supporting documentary evidence in this regard, including copies of his medical records and a letter from CODA Estates, who had been advising him in relation to the realisation of his property portfolio and were instructed to act for him in respect of the marketing of this Property in due course. The Tribunal accepted the Applicant's evidence that he intended to sell a few of the properties, including his three jointly-owned properties in the near future. The Tribunal noted that the Applicant had also provided supporting evidence of this, in the form of a revised draft Separation Agreement, in respect of which he and his former partner were both represented by solicitors. The Applicant had also provided email correspondence with two of his other tenants in which they both confirmed their intentions to end their tenancies with the Applicant during 2026, in order to purchase properties of their own. The Applicant did not accordingly think that he would require to serve notice in respect of some of his other properties. None of this evidence of the Applicant was really challenged by the Respondent.
7. The Respondent did, however, take issue with the fact that the Applicant had decided to sell this Property first and questioned why she was the Applicant's only tenant who had been served with notice. Her position was that the Applicant was evicting her in retaliation for her pursuing a Repairing Standard application against him, due to the condition of the Property and his alleged failures as a landlord to attend to maintenance and repair issues. The Tribunal noted from the Repairing Standard paperwork produced by the Respondent that the repairs application had been lodged with the Tribunal during 2024 and also that the Applicant had served notice on the Respondent during 2024. It

was clear to the Tribunal that both parties felt strongly regarding the repairs issues and disagreed as to the factual background to the repairs issues which had taken place prior to the Applicant's purchase of the Property from the Respondent in 2013. The Tribunal did not consider it appropriate to make any findings in respect of these matters which were within the remit of the previous Tribunal involved in the repair application. Given that the Tribunal had accepted the Applicant's evidence as to his wish to sell this and his other properties, primarily for financial reasons, the Tribunal was not persuaded by the Respondent's argument that this was simply a 'retaliation' eviction or was the real reason behind his wish to sell this Property. The Tribunal did, however, consider that the repairs issues and the Repairing Standard application had contributed to the breakdown of the parties' relationship and had likely had a bearing on the timing of the Applicant's decision to serve notice on the Respondent and to sell this Property first. The Applicant himself admitted that he had found the Respondent increasingly difficult to deal with, which was stressful to him. He felt that this was negatively affecting his health and he no longer wished to be the Respondent's landlord. The Tribunal considered the breakdown of the parties' relationship and the likely negative impacts for both parties if the tenancy were to continue in these circumstances, to be a factor weighing in favour of allowing the Applicant to bring the tenancy to an end.

8. The Tribunal also gave careful consideration to the Respondent's circumstances and the bearing this had had on her stance in respect of the eviction application. Understandably, the Respondent had a very strong attachment to this Property. She had lived there for almost twenty years and this had been the family home for her three children throughout their lives. Due to her marital breakdown and wish to remain in the Property, the Respondent had entered into an arrangement with the Applicant whereby he bought the Property in 2013 and simultaneously let it out to her. This had enabled her to continue residing there for a further period of more than twelve years. During that time, the Respondent had endured serious illness and lengthy hospitalisations, which have had long-term and permanent consequences for her health and mobility. The Respondent relies on her three children for assistance with daily tasks and also on her mother for assistance with her finances. Due to ill health, the Respondent's mother and her husband can no longer assist the Respondent as much as they used to. Whilst the Tribunal very much sympathised with the Respondent's circumstances, the Tribunal was of the view that this had led to the Respondent perhaps having unreasonable expectations with regard to the Property and her entitlement to continue residing there. The Respondent still seemed to regard the Property as her own and to have failed to appreciate fully the potential consequences for her 'security of tenure' of having given up ownership and becoming a Short-Assured Tenant in 2013. She stated in evidence that she regarded the Property as her home for life and seems to have assumed that the Applicant would simply pass his letting business onto his own children on retirement and that her tenancy would be allowed to continue indefinitely. As a result, the Tribunal considered that the Respondent had not fully explored her alternative housing options, despite having been served with notice in August 2024. Although the Respondent had approached the local authority for advice, it was unclear whether she had gone as far as making a housing application or having made

the local authority fully aware of her circumstances. No evidence was produced by the Respondent in respect of that matter, nor of any applications having been made to local housing associations or investigations into alternative private lets. The Respondent had produced evidence of adaptations made to the Property in 2018 to assist her, namely the installation of a wet-room for showering and some handrails at the stairs. The Tribunal did not consider that the Property had been extensively adapted to meet the Respondent's needs, nor that similar adaptations could not be relatively easily made to another property. The Respondent had also provided supporting evidence from the secondary school attended by her younger two children. The Tribunal noted that the school had supported the children in respect of their caring responsibilities for the Respondent and that the school considered that it would be disruptive and detrimental to the children's wellbeing if they were required to move house. The Tribunal noted that the school was relatively local to the Property but that the youngest child was 14 years old, the middle child was 16 years old and already attending college part-time and the eldest child was 19 and had already completed college. The Tribunal was of the view that moving home would not necessarily mean moving school for children of that age nor that their education or further education would be disrupted. The children would still have their caring responsibilities for the Respondent in an alternative home.

9. The Tribunal considered the Respondent's proposal that the Applicant, as an alternative to evicting her, should have considered selling to another landlord, with her remaining as a 'sitting tenant'. She had, in fact, made contact with one or more third parties to explore this option and it appeared that they may then have sought to contact the Applicant directly regarding this. The Tribunal understood the Respondent's wish to explore this option, given that this was how she had managed to continue residing in the Property in 2013. However, the Respondent dismissed the argument of the Applicant that this would result in him achieving a lower sale price for the Property, claiming that he had originally obtained the Property from her at a lower price than its market-value in 2013. No evidence was produced by the Respondent in that regard. The Tribunal noted that the Applicant's position on this matter had been consistent throughout the proceedings and was supported by the documentary evidence he had produced from CODA Estates, who had knowledge and experience of the local market. Their view was that selling the Property in this way, would reduce not just the marketability of the Property, in terms of the number of potential purchasers, but also the achievable sale price which they estimated would be 10-15% lower than if it were to be sold on the open market. The Applicant gave evidence that he wished to sell the Property on the usual 'offers-over' basis as he required to obtain the best achievable price for the Property, which was situated in a popular, sought-after area, as he required to maximise his capital to fund his retirement plans. The Tribunal noted that the Applicant stated at the Evidential Hearing that, had it not been for this factor, he would have been happy to sell the Property to another landlord. The Tribunal considered the Applicant's stance in this regard to be a reasonable one.
10. Having considered its findings-in-fact and weighed all these factors and the competing interests of the parties, the Tribunal found that the balance of

reasonableness in this application was weighted towards the Applicant and determined that the order for possession sought should be granted.

11. However, given the health and personal circumstances of the Respondent and the importance of her being able to secure alternative accommodation suitable to her needs for herself and her three children, ideally in the local area, the Tribunal considered it appropriate to grant the order sought but on the basis of an extension of the period until the order would become enforceable to 31 July 2026. This would also avoid any disruption to the younger two children before the end of the current school year. Although the Applicant had established that he had grounds for possession and should be entitled to sell his Property on the open market and seek to obtain the best possible price, the Tribunal did not consider that his circumstances were such that there was a pressing urgency. The Applicant had, indeed, stated at the Evidential Hearing, that he would not have a problem with some sort of delay, although he had not wished to specify a particular period.

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

Nicola Weir

6 May 2026

Date