



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

**Chamber Ref: FTS/HPC/EV/25/3822**

**Re: Property at 2/2, 100 Glenkirk Drive, Glasgow, G15 6AQ (“the Property”)**

**Parties:**

**Mr Mohammed Arshad, 2/2, 6 St Andrews Way, Glasgow, G61 3RZ (“the Applicant”)**

**Mr Gurpreet Singh and Ms Donna Marie McNaught, 2/2, 100 Glenkirk Drive, Glasgow, G15 6AQ (“the Respondents”)**

**Tribunal Members:**

**Lauren Rae (Legal Member)  
Ahsan Khan (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that:-**

- (i) Ground 4 of Schedule 3 of the Private Residential (Tenancies) (Scotland) Act 2016 (“2016” Act) is established, namely that the Applicant intends to live in the property for a period of at least 3 months;**
- (ii) The Tribunal is satisfied that it is reasonable to grant the eviction order;**
- (iii) For the purposes of section 51(4) of the 2016 Act, the Private Residential Tenancy between the parties will terminate on 1<sup>st</sup> June 2026.**

**Background**

- 1. By application dated 5 September 2025, the Applicant sought an order for eviction of the Respondents on the basis that the Applicant intended to live in the Property for a period of, at least, 3 months (Ground 4 of Schedule 3 of the 2016 Act).**
- 2. The application was accompanied by:-**

- (i) A copy of the Private Residential Tenancy agreement between the parties dated 12 November 2021.
  - (ii) An (incomplete) copy of the Notice to Leave dated 18 December 2024;
  - (iii) Certificate of Service from Sheriff Officers dated 18 December 2024;
  - (iv) Section 11 notice and covering email dated 5 September 2025;
  - (v) A witness statement from the Applicant;
  - (vi) Copy notice of intended proceedings from the Applicant's landlord dated 24 October 2024
3. The application was accepted for determination by the Tribunal on 11 November 2025.
4. The Case Management Discussion ("CMD") was assigned for 1 May 2026. The date and time of the CMD was communicated to both parties. The application was served on the Respondents by Sheriff Officers on 17 March 2026

### **CMD**

5. The CMD took place on 1 May 2026 via teleconference. The Applicant was personally present and represented by Ms McMillan from Pacitti Jones. The Respondents were neither present nor represented.
6. The tribunal explained the purposes of the CMD and the powers available to the tribunal to determine matters.
7. Ms McMillan invited the tribunal to grant an order for eviction. She explained to the tribunal that the eviction order was sought on the basis that the Applicant intended to live in the Property. The Applicant resides in a one-bedroom property leased from Bield Housing & Care. The Applicant resides with his partner and 4 children (aged 7,5,5 and 3 months) in a one-bedroom property. The Applicant's Landlord has issued notice of intended proceedings to recover possession of the leased property due to overcrowding. The Applicant advised that his current living arrangements are causing issues in his relationship, his children needed their own space and the health visitor had raised concerns about current living arrangements.
8. Ms McMillan was unable to provide the tribunal with any information about the Respondents' personal circumstances. She advised that there was no communication between the Applicant, the Applicant's letting agent or the Respondents.
9. The tribunal questioned Ms McMillan about the notice to leave. The notice to leave within tribunal's papers was incomplete and comprised only of pages 1,3 and 5.
10. The tribunal adjourned the CMD for 15 minutes to allow Ms McMillan to check her records as to what had been supplied to the tribunal administration and for

the clerk to ascertain whether there was a complete version of the notice to leave within the papers.

11. The CMD resumed at 10.30am. The clerk had been unable to locate a complete copy of the notice to leave. Ms McMillan advised that she had emailed a fresh copy of the notice to leave to the tribunal administration.
12. The tribunal agreed to proceed with the CMD on the strict understanding that a copy of the notice to leave had been supplied.
13. Despite the tribunal's copy of the notice to leave being incomplete, the notice to leave was dated 18 December 2024 and served by Sheriff Officer on the 18 December 2024. The notice stated that the earliest date proceedings could be raised was 13 March 2025.
14. The tribunal questioned Ms McMillan about whether sufficient notice had been given to the Respondent. The tribunal enquired whether in terms of the interpretation of the lease agreement, the Respondents ought to have been given 3 months' notice or whether that period only applied during covid-19 restrictions. Ms McMillan's position was that the appropriate period of notice was 84 days.
15. The tribunal then enquired, on the hypothesis that the correct period of notice was 84 days, whether adequate notice had been provided. Ms McMillan's position was that adequate notice had been provided given the notice was served by Sheriff Officer. If the notice was held to be short, there was no prejudice to the Respondents. In comparison, she submitted that the Applicant's need to live in the Property was urgent.

### **Findings in Fact**

16. The Applicant is the registered proprietor of the Property.
17. The Applicant and Respondent entered into a private residential tenancy dated 12 November 2021
18. The Applicant issued a notice to leave to the Respondents dated 18 December 2024 under ground 4 of schedule 3 of the 2016 Act. The notice narrated that the earliest date for commencement of proceedings was 13 March 2025.
19. Clause 4 of the Lease between the parties permits notices to be delivered by either party by hard copy, personal delivery or recorded delivery or email.
20. The notice to leave was delivered by letter box to both Respondents by Sheriff Officers on 18 December 2025 in accordance with Clause 4 of the Lease.
21. For the purposes of section 54(2)(a) of the 2016 Act, the notice period commenced on 18 December 2024 and the earliest date the Applicant could

commence proceedings was 13 March 2025 (as narrated within the notice to leave).

22. The Applicant gave the local authority a notice under section 11 of the Homelessness etc (Scotland) Act 2003 at the time of making this application.
23. The Applicant currently resides in a one-bedroom property with his partner and 4 children (aged 7, 5, 5 and 3 months).
24. The Applicant's current property is overcrowded, and the Applicant's landlord has issued a notice of intention to commence proceedings to recover the property.
25. The Applicant and his family intend to occupy the Property as their only home for a period of at least 3 months. Ground 4 of Schedule 3 of the 2016 Act is established.
26. The Respondents' personal circumstances are unknown.

### **Reasons for Decision**

#### Notice to Leave

27. Clause 4 of the Lease between the parties states:

*"The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using hard copy by personal delivery or recorded delivery or the email addresses set out in clauses 1 and 2 above."*

28. Notice to Leave was delivered by letterbox to the Respondents by Sheriff Officers on 18 December 2024 in compliance with the terms of Clause 4 of the Lease. Certificates of service are lodged in process.

29. Section 54 of the 2016 Act states:

*"(1) A landlord may not make an application to the First-tier Tribunal for an eviction order against a tenant using a copy of a notice to leave until the expiry of the relevant period in relation to that notice.*

*(2) The relevant period in relation to a notice to leave—*

*(a) begins on the day the tenant receives the notice to leave from the landlord, and*

*(b) expires on the day falling—*

*(i) 28 days after it begins if subsection (3) applies,*

*(ii) 84 days after it begins if subsection (3) does not apply.*

30. For eviction on the basis of ground 4 of schedule 3 of the 2016 Act, the appropriate period of notice is 84 days after the day upon which the tenant receives the notice to leave.

31. Section 62 of the 2016 Act states:-

*“(1) References in this Part to a notice to leave are to a notice which—*

*(a) is in writing,*

*(b) specifies the day on which the landlord under the tenancy in question expects to become entitled to make an application for an eviction order to the First-tier Tribunal,*

*(c) states the eviction ground, or grounds, on the basis of which the landlord proposes to seek an eviction order in the event that the tenant does not vacate the let property before the end of the day specified in accordance with paragraph (b), and*

*(d) fulfils any other requirements prescribed by the Scottish Ministers in regulations”*

*(2)....*

*(3)....*

*(4) The day to be specified in accordance with subsection (1)(b) is the day falling after the day on which the notice period defined in section 54(2) will expire.*

*(5) For the purpose of subsection (4), it is to be assumed that the tenant will receive the notice to leave 48 hours after it is sent.*

32. The “deemed service” provisions in section 62(5) of the 2016 Act do not apply in this case where the notice to leave was delivered by Sheriff Officers to the Respondents via letterbox.

33. The tribunal is fortified in that view, and indeed bound by the decision of Sheriff Fleming in the Upper Tribunal case of **James Smith v Lynne Macdonald and Steven Munro 2021 UT 20 at paragraph 21** which states:-

*“The Upper Tribunal upholds the appeal. The purpose of the provisions of the 2016 Act is to ensure that a tenant has a minimum period of notice. The FtT (sic) accepted that the Notices were received by the*

*respondents on the date when the sheriff officers delivered them. Indeed a Certificate of Intimation from the sheriffs' officers is produced. They were delivered to the property by posting them through the letter box and addressed to the respondents.*

*[22] In my view section 62(5) does not apply in this case because the Notices were not sent. They were delivered. The notice period began when the tenants received the Notices (section 54(2)(a) of the 2016 Act.) In a case such as this where there is personal delivery the tenants received the Notices on the day they were delivered. Further the FtT does not appear to have considered the terms of paragraph 3 of the lease between the parties. The appellant and the respondents agree therein that all communications which are made under the 2016 Act will be "hard copy by personal delivery or recorded delivery." That which was done by the appellant is that which was agreed in the lease between the parties. Service was not only carried out in the agreed way it was carried out in terms of section 26(2)(a) of the Interpretation Act, namely personal delivery. Section 26(5) only applies where a document is "sent" and "unless the contrary is shown." The Notices were not sent. There is a difference between "sent" and "delivered" on the one hand and also between "sent" and "received" on the other."*

34. The tribunal is satisfied that the Respondents received adequate notice in terms of section 54(2)(a) of the 2016 Act.

Ground 4 of Schedule 3. (Landlord intends to occupy the Property)

35. Turning now to whether Ground 4 of Schedule 3 of the 2016 Act is established. The tribunal considered all the evidence presented by the Applicant including the affidavit, supplemented by oral submissions and the notice of intended proceedings issued by the Applicant's current landlord dated 24 October 2024. Ms McMillan explained that the Applicant's landlord had not taken steps to recover the property notwithstanding the notice of intended proceedings. Despite the Applicant's landlord having not initiated proceedings, it is clear to the tribunal that the Applicant's current living arrangements are unsuitable for his personal circumstances. In particular, the tribunal placed weight on the fact that the Applicant is currently residing in a one bedroomed property with his partner, and 4 young children (aged 7, 5, 5 and 3 months). The tribunal accepted that the living arrangements were having a detrimental impact on the Applicant's relationship, children and his mental health. The tribunal also

accepted that the Applicant's health visitor had expressed concerns about the family's living arrangements. The Applicant's current living arrangements were untenable and increasingly urgent.

36. Accordingly, the tribunal held that the Applicant intended to occupy the Property with his family and as a result ground 4 of schedule 3 was established.

37. In assessing whether it is reasonable to grant an eviction order, the tribunal sought information about the Respondents' personal circumstances. Ms McMillan advised that she had no information about the Respondents and there were no open lines of communication between the Applicant, Applicant's letting agent and Respondents. In absence of appearance by the Respondent and in weighing up the evidence supplied by the Applicant about his current living arrangements, the tribunal concluded that it was reasonable to grant an order for eviction.

38. In absence of any submission to the contrary, the tribunal determined that the eviction order should take effect on 1<sup>st</sup> June 2026.

39. The decision of the tribunal was unanimous.

## **Decision**

The tribunal determines that an order for eviction should be granted against the Respondents.

## **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.**

# Lauren Rae

08 May 2026

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Legal Member/Chair

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Date