

Housing and Property Chamber
First-tier Tribunal for Scotland



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/26/0246

Re: Property at 0/2 2 Kings Road, Johnstone, PA5 9LY (“the Property”)

Parties:

Mr Geoff Turpin, 15 Hereward Way, Braintree, Wethersfield, CM7 4EG (“the Applicant”)

Miss Iona Hollis, 0/2 2 Kings Road, Johnstone, PA5 9LY (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member) and Ann Moore (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order against the Respondent for possession of the Property at 0/2 2 Kings Road, Johnstone, PA5 9LY under Section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) be granted. The order will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent. The order will include a power to Officers of Court to eject the Respondent and family, servants, dependants, employees, and others together with their goods, gear and whole belongings forth and from the Property and to make the same void and redd that the Applicant or others in his name may enter thereon and peaceably possess and enjoy the same.

Background

1. This is an application for eviction for an order for repossession under Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”). The application is based on Ground 1 (Landlord intends to sell the Property) of Schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”).

2. The application was accompanied by a Private Residential Tenancy Agreement dated 30 October 2020, a Notice to Leave dated 17 September 2025 with email addressed to the Respondent dated 17 September 2017, a sales contract with Pennylane Homes dated 18 September 2017, a signed mandate from Andrew Hing and a Notice in terms of Section 11 of the Homelessness (Scotland) Act 2003 with email to East Renfrewshire Council dated 12 January 2026.
3. On 25 June 2026 the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 31 July 2026. The Respondent required to lodge written submissions by 16 July 2026. This paperwork was served on the Respondent by Stuart Sinclair, Sheriff Officer, Glasgow on 26 June 2026 and the Execution of Service was received by the Tribunal administration.
4. The Respondent did not lodge any written representations by 16 July 2026.
5. On 23 July 2026 the Applicant's solicitor lodged a Letter of Terms of Engagement addressed to the Applicant from Henry Kennedy and Company, Solicitors dated 22 July 2026 and a letter addressed to the Applicant from Siberite Mortgages dated 31 May 2026.

Case Management Discussion

6. The Tribunal proceeded with the CMD on 31 July 2026 by way of teleconference. Ms Newberry from Complete Clarity Solicitors & Simplicity Legal appeared on behalf of the Applicant. The Applicant was also in attendance. Ms Newberry's colleague Ms Hamlin sat in as an observer. The Respondent appeared on her own behalf.
7. The Tribunal had before it the Private Residential Tenancy Agreement dated 30 October 2020, the Notice to Leave dated 17 September 2025 with email addressed to the Respondent, the sales contract with Pennylane Homes dated 18 September 2017, the signed mandate from Andrew Hing, the Notice in terms of Section 11 of the Homelessness (Scotland) Act 2003 with email to East Renfrewshire Council dated 12 January 2026, the Letter of Terms of Engagement addressed to the Applicant from Henry Kennedy and Company, Solicitors dated 22 July 2026 and the letter addressed to the Applicant from Siberite Mortgages dated 31 May 2026. The Tribunal noted the terms of these documents.
8. Ms Newberry submitted that the tenancy commenced on 30 October 2020. The Property is owned by the Applicant and let out by the Applicant and Andrew Hing, with Mr Hing electing to allow the Applicant to proceed on his behalf as shown in the signed mandate. She submitted a Notice to Leave had been served on the Respondent on 17 September 2025 by email on the basis that the Applicant intended to sell the Property. She referred to the agreement with Pennylane Homes dated 17 September 2025 which was

lodged. The Applicant is entitled to sell the Property. She submitted the Applicant's interest only mortgage comes to an end in September 2026. There is £114 000 left on that mortgage. The Applicant has no funds to pay off the mortgage and must sell the Property to clear the mortgage. She went on to submit the Applicant has a very good relationship with the Respondent, but the Property is the only Property he owns. The Applicant is in a stressful and poor situation.

9. The Tribunal invited the Respondent to state what her position was. The Respondent acknowledged she had received the Notice to Leave. Her father had just died and she was winding up his estate. She worked and had two children an 11 year old daughter and a three year old son. She had a lot on her plate and although she had started to look for other properties there was nothing available until springtime. However she had not been successful in securing any of these. She has applied to the local Council and the local Housing Associations. She is an A+ priority on the waiting list but has been advised that there are very few houses that come up that meet her needs in the area. She needs a three bedroomed house. The Tribunal enquired how big the Property was. She advised it was two bedroomed and that she shared a room with her three year old son. She explained that only once she became homeless would she be given a property. She had been told that could be anywhere in Scotland.
10. The Respondent went on to state that she has a local support network; her mother lives a few blocks away and her brother is in the next town. She has supportive friends and neighbours. Her daughter's father lives in Stirling but they are close enough for him to see her. The Tribunal enquired about her employment. The Respondent explained she worked in Glasgow in retail, two days a week. She had not been able to secure a full-time place for her son at nursery. The family all kept good health.
11. The Tribunal invited Ms Newberry to respond to the Respondent's submissions. Ms Newberry emphasised that the Applicant's mortgage was due to end soon and he needed the Order to sell the Property to clear the mortgage. The Tribunal enquired as to what would likely to happen if the mortgage was not paid off. Ms Newberry explained that the mortgage provider would commence re-possession action.

Findings in Fact

12. The Applicant is the owner of the Property. The Applicant is entitled to sell the Property.
13. The Applicant and Andrew Hing as Landlords and the Respondent as Tenant entered into a Private Residential Tenancy in relation to the Property on 30 October 2020.

14. The Respondent lives in the Property with her eleven year old daughter and her three year old son. The Property is a two bedroomed Property. The Respondent shares a bedroom with her son. The family are overcrowded.
15. The Applicant has an outstanding mortgage of £114 000 which comes to an end on 30 September 2026. The Applicant needs to sell the Property to clear the outstanding mortgage.
16. On 17 September 2025 the Applicant entered into an Agreement with Pennylane Homes in relation to the marketing and sale of the Property.
17. The Applicant's solicitor served a Notice to Leave on the Respondent by email on 17 September 2025. The Notice to Leave required the Respondent to leave the Property by 13 December 2025. The Notice to Leave relied on Ground 1 (Landlord intends to sell) of Schedule 3 to the 2016 Act.
18. The Respondent did not vacate the Property on 13 December 2025 and remains in the Property.
19. The Respondent has been looking for alternative accommodation in the private rental sector without success. She has sought advice from the Homeless Team at the Local Council and is an A+ priority on the waiting list with the Council and local housing associations.
20. The Respondent has a support network in the local area and works part time in the retail sector in Glasgow.
21. The Applicant's solicitor served a Notice under Section 11 of the Homelessness, etc. (Scotland) Act 2003 on East Renfrewshire Council on 12 January 2026.

Findings in fact and in law

22. The Tribunal is satisfied that the facts required in Ground 1 of schedule 3 of the 2016 Act have been established.
23. The Tribunal is satisfied that it is reasonable to make an order for eviction.

Reasons for Decision

24. The Tribunal considered the issues set out in the application together with the documents lodged on behalf of the Applicant and the oral submissions made by both parties.
25. Section 51(1) of the Private Housing (Tenancies) (Scotland) Act 2016 gives the power to the Tribunal to evict if it finds that any of the grounds in

Schedule 3 apply. This application proceeds on Ground 1 of Schedule 3 which provides:-

*“(1)It is an eviction ground that the landlord intends to sell the let property
(2)The First-tier Tribunal may find that the ground named by sub-paragraph
(1) applies if the landlord—
(a)is entitled to sell the let property
(b)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
(c)the Tribunal is satisfied that it is reasonable to issue an eviction order on
account of those facts.
(3)Evidence tending to show that the landlord has the intention mentioned in
sub-paragraph (2)(b) includes (for example)—
(a)a letter of engagement from a solicitor or estate agent concerning the sale
of the let property,
(b)a recently prepared document that anyone responsible for marketing the
let property would be required to possess under section 98 of the Housing
(Scotland) Act 2006 were the property already on the market.”*

26. In terms of Section 52 of the 2016 Act the Tribunal is not to entertain an application for an eviction order unless it is accompanied by a Notice to Leave or unless it is not in breach of any of sections 54 to 56 and unless the eviction ground applied for is stated in the Notice to Leave accompanying the application.

27. Notice to Leave is defined in terms of Section 62 (1) of the 2016 Act as follows-*“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.”*

28. In this case the Notice to Leave is in writing and clearly states it is the Applicant's intention to sell the Property at Part 2 of the Notice in terms of Ground 1 of schedule 3. The Notice to Leave specifies the date the landlord expects to become entitled to make an application for an eviction order and specifies a date in terms of Section 54(2) in this case 13 December 2025. The

Notice to Leave was served on the Respondent by email on 17 September 2025. In terms of Section 54 the notice period of the Notice to Leave is 84 days. In the circumstances the Tribunal is satisfied the Respondent has been given sufficient notice. Accordingly, the Notice to Leave complies with Section 62.

29. The Tribunal considered the submissions made by Ms Newberry and by Mr Hollis. The Tribunal accepted Ms Newberry's submissions that the Applicant intended to sell the Property if he obtained vacant possession to clear the outstanding mortgage. In considering the question and meaning of "intends" the Tribunal considered the decision of Lord Justice Asquith in *Cunliffe v Goodman*[1950] 2K.B.237 at page 253:
- "An "intention" to my mind connotes a state of affairs which the party "intending" – I will call him X – does more than merely contemplate: it connotes a state of affairs which, on the contrary, he decides, so far as in him lies, to bring about, and which, in point of possibility, he has a reasonable prospect of being able to bring about, by his own act of volition. X cannot, with any due regard to the English language, be said to "intend" a result which is wholly beyond the control of his will. He cannot "intend" that it shall be a fine day tomorrow: at most he can hope or desire or pray that it will. Nor, short of this, can X be said to "intend" a particular result if its occurrence, though it may be not wholly uninfluenced by X's will, is dependent on so many other influences, accidents and cross-currents of circumstance that, not merely is it quite likely not to be achieved at all, but, if it is achieved, X's volition will have been no more than a minor agency collaborating with, or not thwarted by, the factors which predominately determine its occurrence."* The Tribunal considered that the Applicant was doing more than contemplating the sale of the Property. He had taken positive steps nearly a year ago to enter into a sales agreement with Pennylane Homes to market and sell the Property. When the Respondent did not leave the Property after the expiry of the Notice to Leave, he raised the current action. He had a genuine and firm intention to proceed to sell the Property. He had explained his reasons for doing so. If he did not the Property was likely to be repossessed by the mortgage provider and would place him in financial difficulty. The statutory requirements of Ground 1 do not require the Tribunal to consider the reasons for a landlord wanting to sell. However, the Tribunal is satisfied the Applicant's reason for doing so is genuine and that he has every intention of putting the Property up for sale within 3 months of obtaining vacant possession.
30. Accordingly, the Tribunal was satisfied on the basis of the documents lodged, together with submissions made by parties, that the factual basis of the application had been established in relation to Ground 1 and was satisfied

the Applicant intended to sell the Property as soon as he regained possession.

31. Ground 1 is a discretionary ground of eviction. As well as being satisfied the facts have been established to support the grounds, the Tribunal has to be satisfied that it is reasonable to evict.
32. The leading Scottish authority on reasonableness is the case of *Barclay v Hannah* 1947 S.C. 245 at 249 per Lord Moncrieff ; the Tribunal must establish, consider and properly weigh the “*whole of the circumstances in which the application is made*”. It may take into account whether the parties’ intentions are subjectively reasonable, and it must “*objectively balance the rights and interests of both parties*” (*Manson and Downie v Turner* (2023) UT 38 at paragraphs 41 and 42).
33. In the present case it is relevant for the Tribunal to consider the Applicant’s legal right to sell the Property. The relevant circumstances on the Respondent’s side is a difficulty in finding a suitable property to rent, the fact that her family are overcrowded, her local support network and her employment in Glasgow.
34. The Tribunal considers the deciding factor to be that the Applicant exercises a right of property, which gives him the right to sell the Property. The Tribunal is of the opinion that that right must take precedence. The Tribunal considered the Respondent had taken the sensible step of looking for alternative accommodation and engaging with the local Council and housing associations which the Tribunal gave weight to. It was clear the Respondent’s family were living in overcrowded conditions in the Property. She had high priority on the waiting list. The Tribunal considered that the Respondent would be rehoused in the local area which would enable her to continue with her current employment in Glasgow and allow her to be near her mother and brother. The balance of reasonableness in this case weighted towards the Applicant. The Tribunal find it would be reasonable to grant the order.
35. In the circumstances the Tribunal considered that in terms of Ground 1 of schedule 3 of the 2016 Act it was reasonable to grant an eviction order in terms of Section 51 of the 2016 Act.

Decision

36. The Tribunal granted an order for repossession, superseded by a period of two months to allow further time for the Respondent to engage with the local Council. The decision of the Tribunal 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.

Shirley Evans

31 July 2026

Legal Member

Date