



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

Chamber Ref: FTS/HPC/EV/26/1004

Re: Property at Murrayton House, Gatehouse of Fleet, Castle Douglas, DG7 2BN (“the Property”)

Parties:

Firm of Langlands Enterprises, having a place of business at Langlands, Twynholm, Kirkcudbright, DGS 4SD (“the Applicant”)

Mr Jonathan Adams, Murrayton House, Gatehouse of Fleet, Castle Douglas, DG7 2BN (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member) and Ann Moore (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an eviction order should be granted against the Respondent in favour of the Applicant.

Background

1. An application lodged on behalf of the Applicant was received by the Housing and Property Chamber (HPC) on 03 March 2026. The application was submitted under Rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The Applicant seeks an eviction order in terms of Section 51 and ground 1 of Schedule 3 of the 2016 Act. Submitted with the application was a tenancy agreement, Notice to Leave with evidence of service, Section 11 notice and relative email to the local authority, copy letter of engagement of solicitors dated 01 July 2025, and copy Disposition in favour of the Applicant firm dated 2022. The application was accepted on 31 March 2026.

2. A copy of the application was served on the Respondent personally at the Property by Sheriff Officers on 29 July 2026. Both parties were notified that a case management discussion ("CMD") would take place by teleconference call on 04 September 2026 at 10am and that they were required to participate. The Respondent was invited to submit written representations in response to the application by 19 August 2026. On or around 14 August 2026, written representations with supporting documents from the Respondent were received by the HPC administration.
3. In advance of the CMD, on or around 25 August 2026, the Respondent's solicitor emailed the HPC to advise they were instructed in relation to the application and their email had been copied to the Applicant's solicitors, who acknowledged receipt and confirmed the name of the solicitor representing the Applicant at the CMD. On the morning of the CMD, a short time beforehand, a submission lodged with the HPC administration the previous evening was sent to the Tribunal. The submission was by the Applicant's solicitor, copied to the Respondent at the same time, attaching a PDF document entitled 'Murrayton Property Condition Bundle' comprising photographs.
4. The CMD took place on 04 September 2026. The Applicant was represented by Mr Peter Serle of Turcan Connell, solicitors, Edinburgh. The Respondent was present and was represented by Mr Alasdair Bryce of Pollock & McLean, solicitors, Dumfries.

Summary of Discussion at CMD

5. The Tribunal explained the purpose of the CMD and set out how it proposed the discussion to proceed. The Tribunal then referred to the preliminary matter, being a late submission on behalf of the Applicant that had been lodged the previous evening. The Tribunal clarified with the Respondent's solicitor the relative email and photographs had been received by him. Mr Bryce confirmed he had received this directly from Mr Serle the previous evening and from the HPC administration a short time before the CMD.
6. The Tribunal invited Mr Serle to explain how the pre-action action steps had been complied with and present the application including the context of the late submission of photographs.
7. In terms of the preliminary matter, Mr Serle acknowledged that the late submission on behalf of the Applicant was being allowed by the Tribunal and explained the photographs forming that submission had only been made available to him at approximately 4pm the previous day. With regards the photographs, although he was unaware of how access was obtained, Mr Serle stated he had been informed the images were taken on 29 January 2026 and recorded the condition of the Property at that time.
8. In relation to the Application, Mr Serle stated a private residential tenancy agreement which commenced 01 August 2020 was produced. Mr Serle explained the Respondent's landlord in terms of the tenancy agreement was a partner in the Applicant Firm and the landlord's interest in the tenancy

agreement was transferred to the Applicant in 2022 by way of a Disposition in its favour. Mr Serle stated a Notice to Leave had been served on the Respondent on 10 November 2025 via recorded delivery post, and this was delivered on 11 November 2025 in terms of the relative delivery report. Mr Serle continued: after the notice period stated had expired, a Section 11 notice was sent to Dumfries and Galloway Council by email and copies of same lodged. Mr Serle stated that having reviewed the Respondent's written representations, he noted the intention of the Applicant to sell the property was broadly accepted; and supportive of that intention was that wider estate subjects had been marketed for sale last year, in May 2025, by agents Goldcrest, an offer had been received and the subjects were taken off the market, however that deal had fallen through in October 2025. A new agent Strutt and Parker were instructed towards the end of 2025 into 2026 and the subjects are now publicly being marketed for sale. Mr Serle stated that in relation to these matters his firm Turcan Connell had been instructed regarding the conveyancing and issued a letter of engagement dated 01 July 2025, a copy of which was lodged with the application. Mr Serle stated that the Applicant required vacant possession of the Property and given the type of subjects it could take time for them to sell and if the Tribunal would be minded to grant an order, on review of the Respondent's submission, a reasonableness factor might include an extended period to allow for personal matters to advance.

9. Responding to the Tribunal, Mr Bryce stated that there was no opposition on behalf of the Respondent to any of the formal notices and pre-action requirements, and the commencement of the tenancy on 01 August 2020 was agreed.
10. Mr Serle stated it was reasonable for the Tribunal to grant an eviction order for the following reasons. There have been rent arrears issues throughout the Respondent's tenure, the Respondent does not deny that, however the arrears have at times been three months of arrears including last year and only resolved in January, then in February and March there were further arrears and a pattern of inconsistency in payment towards the rent. The photographs lodged demonstrate the condition of the Property as it was in January 2026 and thereafter efforts to carry out more up to date inspections are said to have been denied. The condition shown in the photographs shows a significant amount of work needs done and costs requiring to be incurred in order to get the Property into a more marketable condition, notwithstanding certain matters, if left unattended, being potentially a cause for long term damage. Mr Serle stated it is the wider estate subjects being sold, including neighbouring buildings to the Property, extending to approximately 800 acres. The estate subjects are being sold to preserve the heritage of the area. The Property is located in the middle of the plot. Selling with a sitting tenant is known to have a bearing on the marketability of subjects and also to significantly impact upon their price. Mr Serle stated that from a review of the Respondent's submission regarding his personal circumstances the Respondent has acknowledged he will need to move out of the Property at some point and it is Mr Serle's understanding that an order for eviction can speed up processes which may benefit the Respondent.

11. Mr Bryce stated that in relation to the Applicant Firm's intention to sell, the Respondent had already conceded that in his own submission. In Mr Bryce's subsequent email, he highlighted the Respondent had indicated it was not an intention to sell the individual Property occupied by him, rather the wider Cally Estate (within which the Property is located) and that had been advertised for sale together with the business ventures which trade within the estate premises. The Respondent had identified that although the estate had been advertised for somewhere over £7million in 2025 it was not actively advertised at the time of the Respondent's consultation with Mr Bryce therefore he had been concerned about a genuine intent on the part of his landlord to sell the Property. Mr Bryce noted the circumstance explained by Mr Serle regarding the sale of the estate having fallen through, also that since Mr Bryce's email of 25 August 2026, from his own inquiries, he had noted that within the last week, at 01 September 2026, five separate lots were now being marketed for sale on the agent's website and on Rightmove website, the combined value of the various lots totalling somewhere between £4.5million to £5million with Lot 1 appearing to be the lot incorporating the Property advertised at a price of approximately £1.3million. Mr Bryce stated that the issue of the condition of the Property was somewhat of a red herring insofar as the photographs are a snapshot of parts of the house at a date in January 2026 and the landlord's agent had noted signs of improvement at the Property subsequently; Mr Bryce was unaware of any refusal on the part of the Respondent to allow access for inspection; the Property is a large rambling house which is not in the best of condition, the rent is low, and the Respondent is without sufficient means to maintain it. Mr Bryce stated that the Respondent had set down in his written representation his own circumstances and reasons for not wishing to leave the Property at this time. Mr Bryce explained that in his experience the local authority will not entertain certain supports in relation to alternative housing until an eviction order has been granted. Mr Bryce stated that if the Tribunal took the view that the pre-action requirements and the validity of the ground are satisfied; on the reasonableness submission on behalf of the landlord, the duration of matters concerning a property of the nature presently being marketed for a value of approximately £1.3million could reasonably take some time, although the estate has only been advertised again three days ago whilst the letter of engagement is dated July last year.
12. The Tribunal sought some clarification directly from the Respondent on points not readily known by Mr Bryce. The Respondent stated he had made enquiries about alternative accommodation, both social housing and private lets. The Respondent was vague about what advice he had received regarding any eviction order and a homeless status regarding social housing; however, he stated he did not have the finances to pay a deposit. The Respondent stated he sought advice from Castle Douglas Citizens Advice Services ("CAB"). Responding to the Tribunal the Respondent stated he had not been provided with any advice in relation to housing from CAB and the financial advice was not very good and they were no longer involved, however he was now in talks with STEP Change debt advice and they were assisting in relation to his business. Responding to the Tribunal, the Respondent stated he lived at the Property alone and has no dependents. The Respondent stated he is 57 years

old, his present physical health is ok and the health issues he referred to in his written submission were now history, however he had spoken to his general practitioner about the overwhelming stress he was presently under. The Respondent explained that he has so many obligations (alluding to his business and other financial matters and affairs). Further in response to the Tribunal, the Respondent stated that during his discussions with CAB and STEP Change his entitlement to benefits such as universal credit or other welfare benefits was discussed however at the moment his business is still running although it is coming to the end of the season and his income from that is never going to be enough. The Tribunal referred the Respondent to his written submission about intending to obtain more secure employment, to which the Respondent stated he was applying for a sales role, his business mentor was assisting him to prepare a CV and he was in the middle of that process as well as registering with Indeed and other job agencies. Responding to the Tribunal about his housing options, the Respondent stated he had been in communication with the local authority regarding social housing landlord options and had been provided with information and the steps to take, but he needs an extended period to get things in order. Responding to the Tribunal, the Respondent stated he has a pet dog. The Tribunal explained to the Respondent that it had noted in his written representation the rent sum he is due to pay monthly is not the same as that stated in the tenancy agreement however the current level of his rent or how much he may or may not currently be due was not a central focus for the Tribunal regarding the application.

13. Mr Serle, responding to Mr Bryce's statement on the Applicant's intention to sell, stated while he understands Mr Bryce's position in highlighting the time between instruction and the current advertisement for sale, the subjects had been marketed last year and the solicitors engaged regarding the conveyance, then the deal fell through in October 2025. The intention remained and the subjects were placed with a different agent. The subjects are comprised across various lots, included is the Property, and those lots are presently being marketed for sale, thus the intention to sell remains. In response to the Tribunal regarding access, Mr Serle stated he had not been informed that the Applicant had been unable to fulfil the landlord's statutory obligations in relation to utilities inspections. Mr Bryce stated that the Respondent did not dispute anything in relation to the landlord's obligations including the repairing standard; the Respondent had stated to him, although improved since January 2026 the Property is not in good condition. The Respondent then explained that Mrs Elspeth Sutton, the Estate Manager, had been in contact with him as she wanted a housing specialist to look at the condition of the Property and she had provided dates for the visit which he had had to bounce for a number of months as the nature of his business is such that if he gets a late booking he simply has to take that work therefore he was unavailable for a visit at the Property. The Respondent stated that in relation to the condition of the Property shown in the photographs from January 2026 the landlord had noted damp damage and part of that is shown in the pictures however the mould seen was cleaned and inspected by the estate manager; it was cleaned to her satisfaction. The Tribunal allowed parties' representatives an opportunity to make further comment before it adjourned. The Tribunal re-convened and stated that it considered it had sufficient information in terms of the application documents,

subsequent written submissions and the oral submissions on behalf of parties and from the Respondent directly at the CMD in order to make a determination in due course without the requirement of a hearing, noting that the pre-action requirements were unopposed by the Respondent.

Findings in Fact

14. The Applicant is the owner of and holds the landlord's interest in the Property.
15. The Respondent is the tenant of the Property in terms of a private residential tenancy agreement which commenced on 01 August 2026.
16. The Applicant's representative served a Notice to Leave on the Respondent on 10 November 2025, which was delivered to the Respondent on 11 November 2025 in terms of a Royal Mail track and trace delivery report.
17. The Applicant engaged the services of Turcan Connell, solicitors, in terms of a letter engagement dated 01 July 2025 regarding the conveyancing of subjects including the Property.
18. Subjects stated to include the Property are being marketed for sale currently by an estate agent Strutt and Parker on their website and via Rightmove internet website.
19. The Respondent resides in the Property alone.
20. The Respondent has resided at the Property from the commencement of their current tenancy arrangement in 2020 and is still in occupation of the Property.

Reasons for Decision

21. The application was submitted with a copy signed Private Residential Tenancy agreement. The Respondent has resided at the Property since at least 01 August 2020.
22. The application was also submitted with a Notice to Leave sent to the Respondent on 10 November 2025, together with a copy delivery report in respect of recorded delivery service establishing that the Notice was delivered at the Property on 11 November 2025. The Notice states that an application to the Tribunal is to be made on ground 1 (the landlord intends to sell the let Property) and an application will not be submitted for an eviction order before 09 February 2026.
23. The application to the Tribunal was made after expiry of the period specified in the Notice to Leave. The Tribunal is satisfied that the Applicant has complied with Section 52(3), 54 and 62 of the 2016 Act. The Applicant also submitted a Section 11 Notice with evidence that it was sent

to the relevant Local Authority. The Tribunal is therefore satisfied that the Applicant has complied with Section 56 of the 2016 Act.

24. Section 51(1) of the 2016 Act states, "The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy, if, on the application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies."
25. Ground 1 of schedule 3 (as amended by the Coronavirus (Recovery and Reform (Scotland) Act 2022) states, "(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 had 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. The Tribunal accepted the unchallenged documents submitted with the application, namely the private residential tenancy agreement, Notice to Leave with relative evidence of service, Section 11 notice and relative email to the local authority, Disposition in favour of the Applicant, and letter of engagement dated 01 June 2025. The Tribunal noted the Respondent's solicitor accepted the explanation stated by the Applicant's solicitor regarding the wider estate subjects having been marketed for sale in May 2025 by an initial agent Goldcrest then sold and removed from the market before the deal having then fallen through in October 2025. The Tribunal accepted both solicitors' submissions that given the nature and extent of subjects such as the estate subjects in this case matters regarding sale and conveyance could take some time. The Tribunal is satisfied the Applicant's new agent Strutt and Parker is currently marketing for sale the wider estate subjects in the form of numbered lots (Lot 1 stated to include the Property).
27. In relation to Ground 1, the Tribunal is satisfied that the Applicant is entitled to sell the let Property. A letter of engagement of solicitors' services for conveyancing dated 01 July 2025 was produced with the application. The Tribunal noted the explanation on behalf of the Applicant regarding the timeline in relation to the marketing for sale of the wider estate subjects, part of which include the Property, and the letter of engagement regarding the conveyancing matters enduring in relation to a failed sale in October 2025 and to date, following upon instruction at the instance of the Applicant of a new agent Strutt and Parker currently marketing the wider estate as a series of lots (one lot including the Property). The Tribunal noted broad acceptance of that explanation on

behalf of the Respondent; also, acknowledgment of the landlord's intention as expressed in the Respondent's written submission. Ground 1 is therefore established.

28. The Tribunal proceeded to consider whether it would be reasonable to grant the order and noted the following:

- (a) The Tribunal noted the Applicant's position is that maintaining the wider estate subjects together in whole lot(s) regarding a transfer in ownership provides heritage to the area.
- (b) The Tribunal noted the Respondent has resided in the Property for over six years and resides there alone. The Property is in poor condition.
- (c) The Tribunal noted the Respondent is 57 years old; he has no dependents; and he has a pet dog.
- (d) The Tribunal is satisfied that the Respondent operates a small exterior cleaning business which is seasonal. However, the Tribunal noted the Respondent's business generates insufficient income for the Respondent to meet his financial commitments including his rent.
- (e) The Tribunal noted that the Respondent approached the local advice bureau in relation to his circumstances but appears to have sought financial advice only. The Tribunal is satisfied the Respondent is currently engaging with STEP Change in relation to his business and employment aspirations.
- (f) The Tribunal is satisfied the Respondent approached the local authority for advice regarding his housing options. Despite stating he had been provided with information on necessary steps and details of agencies for assistance, the Tribunal noted the Respondent stated he has not acted upon same, regarding other matters as a priority for him. The Tribunal noted the Respondent stated he had not yet had an opportunity to apply for benefits, including universal credit. The Tribunal noted in the Respondent's production item 5 (third page) 'Monthly Financial Statement created 05/8/2026': Department of Work and Pensions (Benefit – advance) is recorded as a Non-Priority Creditor.
- (g) The Tribunal is satisfied the rent of £300 per calendar month being paid by the Respondent is low and he would be required to pay a higher sum of rent in alternative accommodation.
- (h) In addition to the circumstances of the present application and his financial affairs, the Respondent's mother is stated to reside in residential care in Devon and the Respondent has been attending to matters relating to her affairs. Although the Respondent stated in written representation he had some physical health difficulties in the

infancy of his business, whereby he underwent a hospital procedure and only a week or so later he sustained a finger injury while working, the Tribunal noted from the Respondent in oral submission that he does not have any physical health issues currently however he has consulted his general practitioner in relation to the stress he feels in dealing with a number of matters all at once.

- (i) The Tribunal noted both parties' solicitors in oral submission alluded to support processes being prioritised by local authorities when a tenant is subject to an eviction order; a factor within judicial knowledge.

The Tribunal concludes that the Applicant has complied with the requirements of the 2016 Act that ground 1 has been established. For the reasons outlined in paragraph 28, the Tribunal is also satisfied that it would be reasonable to grant the order for eviction, but determined additional time be allowed to the Respondent for him to initiate (and/or advance existing) supports regarding alternative housing and financial and welfare benefits, as necessary.

Decision

The Tribunal determines that an eviction order should be granted against the Respondent, with the earliest date of eviction in said order stated as 04 November 2026.

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.