



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”)

Chamber Ref: FTS/HPC/EV/25/4936

Re: Property at 6 Main Street, Glamis, Forfar, Angus, DD8 1RU (“the Property”)

Parties:

Strathmore Estates (Holding) Ltd, Estates Office, Dundee Road, Glamis, DD8 1RJ (“the Applicant”)

Mr Michael Bacon, 6 Mains Street, Glamis, Forfar, Angus, DD8 1RU (“the Respondent”)

Tribunal Members:

Fiona Stephen (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for eviction be granted but enforcement thereof should be postponed until 1 February 2027.

Background

1. By application dated 17 November 2025 the Applicant sought an order for repossession of the Property under section 33 of the Housing (Scotland) Act 1988 (“the 1988 Act”) and in terms of rule 66 of the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the Rules”).
2. The Applicant, through their Representative, had provided the Tribunal in the Application, with copies of the Short Assured Tenancy agreement, Form AT5, Notice to Quit and Section 33 and 11 Notices with relevant Executions of Service. All of these documents and forms had been correctly and validly prepared in terms of the provisions of the Housing (Scotland) Act 1988 (“the

1988 Act"), and the procedures set out in the 1988 Act had been correctly followed and applied.

3. On 16 January 2026 the Application was accepted by the Tribunal.
4. A Case Management Discussion (CMD) was arranged to take place on 8 June 2026 at 2pm. Appropriate intimation of that hearing was given to both parties. The Respondent was served with intimation of the CMD, together with the papers by Sheriff Officers on 6 May 2026 by posting the documents through the letterbox at the Property in accordance with execution of service of the same date. Written representations were due to be lodged by the Respondent no later than 23 May 2026. No written representations were lodged.
5. As set out in the Notes of the CMD dated 8 June 2026, unfortunately, the Tribunal's teleconference call system was inoperative on that date. At short notice, the CMD was rearranged to take place by remote video call at 2pm that day. The Applicant's Representative's Mrs Mullen and the Applicant's Ms Z Soutar attended. The Tribunal's admin team were not able to notify the Respondent, Mr Bacon, of the changed Hearing format. Accordingly, he did not attend and was not represented.
6. In the circumstances, the Tribunal decided that it was fair and just to adjourn the CMD to allow Mr Bacon the opportunity to attend a fresh CMD, make representations regarding the eviction order sought by the Applicant and provide the Tribunal with information regarding the status of any application for a social housing tenancy which he may have made. A fresh CMD was fixed to take place by remote teleconference call at 10am on Wednesday 1st July 2026.
7. The Tribunal also noted that it may be helpful for Mr Bacon to obtain specialist housing law advice from a housing law advisory organisation such as Shelter Scotland, the Citizens Advice Bureau or his local authority's Housing and Welfare Rights Teams. The Tribunal encouraged him to do so.
8. Unfortunately, due to a clerical error, no intimation letters were sent out informing the parties of the CMD arranged for 1 July. Accordingly, that did not take place and a new date was arranged for 23 September 2026 at 2pm. The parties were informed of this by letter dated 12 August 2026.
9. The CMD took place on 23 September 2026 at 2pm. The Applicant was represented by Mrs Mullen of T C Young, Solicitors and Mr K Farrell also attended from the Applicant. Mr Bacon, the Respondent, appeared on his own behalf.
10. The Tribunal had before it:
 - i. Application in Form E dated 17 November 2025;

- ii. Short Assured Tenancy agreement signed by the Applicant on 26 August and by the Respondent on 28 August (at 16:35), both days in 2014, said tenancy commencing on 14 September 2014 for the period 14 September 2014 to 27 March 2015 and, if not terminated by either party, continuing monthly thereafter until terminated at a Rent Payment Date (being the 28th of each month) by either party giving the other at least 2 months written notice;
- iii. AT5 Notice dated 26 August and acknowledged by the Respondent on 28 August (at 16:30), both days in 2014;
- iv. Notice to Quit dated 25 July 2025 ending the tenancy on 28 September 2025 served by Sheriff Officer on 25 July 2025 conform to execution of service of the same date;
- v. Section 33 Notice dated 25 July 2025 stating that possession of the Property was required as at 28 September 2025 served by Sheriff Officer on 25 July 2025 conform to execution of service of the same date;
- vi. Section 11 Notice in terms of the Homelessness etc (Scotland) Act 2003 dated 24 October 2025 with proof of service on Angus Council;
- vii. Inventory of Productions for the Applicant which comprised 32 documents (including the documents noted at ii to vi) and 24 other documents including emailing exchanges/letters between the Applicant and Respondent and the Applicant and other third parties; EICR reports, Visit reports and photographs. References to production numbers in this decision are shown as [Prod X]; and
- viii. Case Papers.

Case Management Discussion

11. The Tribunal explained the purpose of the CMD and the powers of the Tribunal to determine matters. The Tribunal informed the parties that it had read all the papers. Mr Bacon had not lodged any written representations but was told that he would have an opportunity to address the Tribunal after it had heard from the Applicant's solicitor.
12. Mrs Mullen submitted that the tenancy agreement between the Applicant and Respondent was a Short Assured tenancy and that all necessary paperwork had been served to bring it to an end. That meant that the only matter to be considered by the Tribunal was the issue of reasonableness.
13. The Applicant had made various efforts since 2019 to encourage the Respondent to provide access to the Applicant for necessary safety checks. The Respondent lived in the Property on his own and was 74 years old. The Electrical Installation Condition Report (EICR) had been outstanding since 2019. The Legionella check was also outstanding. Mrs Mullen referred to the Paper Apart in the application which demonstrated the efforts made by the

Applicant to deal with matters. The Respondent has failed to adhere to the tenancy in terms of taking care of the Property. The last narration of relevant circumstances in the Paper Apart was dated 30 May 2025 when the Applicant was seeking to reschedule a date for the EICR for 11 June 2025. The Respondent had not been in touch with the Applicant since then.

14. Mrs Mullen referred to a number of matters that occurred since 30 May 2025.
15. On 6 August 2025, the Applicant received a complaint that a skip placed at the Property had not been removed. The Applicant received no response from the Respondent after he was contacted about this.
16. On 29 September 2025, following service of the Notice to Quit, the Applicant asked the Respondent for an update on his circumstances but received no reply.
17. On 20 March 2026, the skip had still not been removed by which time it had been at the Property for over one year. There was a bad smell coming from it which affected the neighbours' enjoyment of their own ground. The Respondent was asked to remove it again.
18. On 16 April 2026, the Applicant received a similar report from neighbours who said the skip was now attracting vermin. The Applicant contacted the skip company who agreed to remove it without reference to the Respondent.
19. The last involvement the Applicant had with the social work department was on 16 October 2025. At that time, the social work department informed the Applicant that they considered the Respondent had capacity and, as such, they had no right to do anything and the Respondent was able and capable of making his own choices. The Respondent was not engaging with them and they were providing no practical support to him. They did confirm a homelessness referral had been made
20. The Property is still inaccessible despite the Applicant trying to offer help to the Respondent. The Respondent is not engaging in any meaningful way to remedy the situation and there is nothing the Applicant can do to ensure compliance with their statutory obligations.
21. It is prejudicial to the Applicant to allow the situation to continue. There has been no improvement since the first CMD in June 2026. Mrs Mullen submitted it was reasonable to evict the Respondent. The Applicant is concerned about the wellbeing of the Respondent and the condition of their Property and the properties surrounding it, given its current condition. The social work department seems to accept that the Property is no longer suitable for the Respondent and no support will be available until an order is granted.
22. The Tribunal then asked Mr Bacon, the Respondent if he wished to respond to what had been said. He said that the Notices had been served but he had had no contact from the Applicant. The only thing he gets is an invoice for the

garage storage which he is paying off. He did not think that what he said would make any difference because Strathmore, the Applicant has decided he should not stay in the Property and “that’s it”. The Tribunal explained to the Respondent that no decision about eviction had been made. It had to be satisfied that everything was in order and that it was reasonable to grant an order.

23. The Tribunal asked the Respondent if he accepted the Applicant had been in touch with him about access to the Property. He confirmed they had been. In relation to the skip, the Respondent said he had rented it for 2 weeks and believed that at the end of that period the contractor would uplift it. He did not think he had to contact the contractor and did not do so. That was why it remained for so long. The Applicant never contacted him directly about the skip in March or April 2026. The Respondent had had a visit from the social work department. He told them about the Tribunal and had heard nothing further from them. He accepted that he did not give access to the Applicant for the EICR inspection. When they first came to visit with the electricians, they changed the smoke detectors and offered to put in a stairlift which the Respondent said he refused.
24. The Respondent said he had tried to get things out of the way for the electrical inspection but he found it nearly impossible. He could not move the furniture. The Applicant helped him to load a skip with rubbish and move stuff into a garage. The electrician wanted access to every socket and heater and without moving the furniture that could not be done. The Tribunal asked the Respondent if he understood that a landlord had a responsibility to check the electrical installation and all appliances and he said he did.
25. The Respondent said that when he was visited by the Applicant they said he needed to show that the chimney had been swept and the smoke alarms had to be checked. Everything had to be done “yesterday” and it all got on top of him. The Respondent accepted that the Applicant had tried to do things over a number of years. The Respondent said there was little point in him opposing the application but he did not accept that he had totally neglected the place.
26. The Tribunal stated to the Respondent that it was very conscious that he was not represented today. It needed to be clear about his position. The Tribunal asked the Respondent if he was opposing the application. The Respondent said that he did not want to leave the Property and if he was given the opportunity again, he would endeavour to rectify the alleged wrong-doings – he appreciated it was a lot to ask. He was not opposing what was said in the tenancy. The Estate has been reasonable but everything got on top of him. He needed a little bit of time but every time something needed done, there was not enough time. He apologised for that. He had nowhere else to go. The Respondent said he had been looking for another property but he cannot find anything. The Respondent apologised to the Tribunal and to the Applicant for the time he has taken up. The Tribunal said there was no need to apologise to it.

27. The Tribunal asked the Respondent some further questions. The Applicant's solicitor had stated that the social work department consider the Property is not suitable for you because of its condition or generally. Social work have attempted to engage with you but you have not accepted their help. It seems that until a court order is granted, social work will not be involved. The Respondent stated that social work were to provide a stairlift but the Estate offered it first. The Respondent said he liked to be independent so he refused. The bedroom and bathroom are upstairs. The Respondent said he had part of his foot amputated but he manages the stairs quite well.
28. The Tribunal asked the Respondent if it was reasonable to make the assumption that the Property was not suitable in the long term? The Respondent said that at his age, there is no "long term". The Tribunal said it had seen photographs of the Property and those show that the Respondent has difficulty maintaining the Property to any reasonable condition. The Respondent said he had tried to maintain it as best he could but admitted he had difficulties occasionally, but not all the time.
29. The Tribunal asked the Respondent if social work had suggested that a ground floor property would be more suitable for him - he could make a fresh start. The Respondent said he had had that discussion with them and denied he had disengaged. He said a Mr Page had visited and he had not seen him again. The Tribunal asked the Respondent if he was being treated as a homeless priority. The Respondent said he had heard nothing further from the local authority. The Tribunal asked the Respondent if social work thought it was better for him to move to alternative accommodation. The Respondent said he had been told that if he was going to be evicted then the local authority would help him. The Respondent said he does not know if he will get any help. He told social work about the Notice to Quit and they told him not to move and it will be sorted out. The Tribunal asked the Respondent if he had any family living close by? The Respondent said no, he has lived alone since his wife died. The Tribunal stated there was reference to a granddaughter in the papers. The Respondent said that was his step-granddaughter. When asked if she visited the Respondent, he said that she had not visited for months. She lives in Dundee which is 11 miles away. The Tribunal said that was not a great distance but the Respondent stated that she has her own family and life to live. He does not want to get her involved as he is embarrassed.
30. The Tribunal reminded the Respondent that it had not made any decision in the case yet. However, if it did decide to grant an order for eviction, the Tribunal could postpone enforcement of the order for a period of time. What was his position on that?. The Respondent said he would be happy with that. That meant he could get the place in order and that would be superb. It would mean he had somewhere to live and he could get rid of the furniture which would not be suitable in a smaller place. The Tribunal wanted to make sure that the Respondent understood that what it was suggesting was postponing enforcement of the order to move out of the Property, if it granted an order for him to leave. The Respondent said he did understand this.

31. The Tribunal asked the Applicant's solicitor what her client's position was on postponement of an eviction order, in the event that the Tribunal granted an order for eviction. Mrs Mullen submitted that the Respondent has failed to take responsibility for the situation. The Applicant has tried to remedy the situation for 7 years. The Respondent has no ability or will to do anything. On that basis she submitted it was prejudicial to the Applicant to keep the tenancy going for any longer. Further, if social work cannot assist until an order is granted then the Applicant fears that any delay will result in them dragging their heels. The EICR has been outstanding since 2019. This case called in June 2026 and the Applicant is opposed to any further delay in the circumstances.
32. The Tribunal adjourned to discuss matters. On reconvening, the Tribunal thanked the parties for providing the information they had today. It appreciated this was a difficult situation. The Tribunal did not consider it was necessary to have a full hearing in the case as there was no dispute on the essential facts. On the question of reasonableness, the Tribunal considered that it was reasonable in all the circumstances to grant the order for repossession, but it would be appropriate to postpone enforcement of that order until the end of January 2027. The Tribunal suggested to the Respondent that he contact the social work team as soon as possible so they can start the ball rolling in assisting the Respondent to find somewhere more suitable to live. The Tribunal suggested that the Applicant may also wish to do that. The Respondent said that was very helpful. The Tribunal stated that it would issue its written decision to the parties as soon as possible.

Findings in Fact

33. The Applicant and the Respondent entered into a short assured tenancy signed by the Applicant on 26 August and by the Respondent on 28 August (at 16:35), both days in 2014, said tenancy commencing on 14 September 2014 for the period 14 September 2014 to 27 March 2015 and, if not terminated by either party, continuing monthly thereafter until terminated at a Rent Payment Date (being the 28th of each month) by either party giving the other at least 2 months written notice (Clause 1).
34. An AT5 Notice dated 26 August and acknowledged by the Respondent on 28 August (at 16:30), both days in 2014 was given to the Respondent prior to the tenancy commencing.
35. A Notice to Quit dated 25 July 2025 ending the tenancy on 28 September 2025 was served by Sheriff Officer on 25 July 2025 conform to execution of service of the same date.
36. A Section 33 Notice dated 25 July 2025 stating that possession of the Property was required as at 28 September 2025 was served by Sheriff Officer on 25 July 2025 conform to execution of serviced of the same date;
37. The tenancy reached its *ish* on 28 September 2025 and is not continuing by tacit relocation.

38. Notification was provided to Angus Council in terms of Section 11 of the Homelessness Etc. (Scotland) Act 2003 on 24 October 2025.
39. The Property is a semi-detached property with a ground and first floor level. The bedroom and bathroom are on the first floor level.
40. The Respondent is 74 years old and has lived in the Property on his own since his wife died.
41. In accordance with clause 6.1.2 of the tenancy agreement, the Respondent undertook to maintain the interior of the property in good tenantable condition and repair throughout the Period of the lease.
42. In terms of clause 7 of the tenancy agreement, the Respondent undertook to keep the Property clean and tidy and properly aired, heated and ventilated.
43. The condition of the Property has deteriorated owing to acts of neglect or default of the tenant. The condition of the Property has deteriorated to such an extent that the Applicant is unable to comply with its repairing obligations. In particular, the condition of the Property has resulted in the inability of the Applicant's contractors to complete the Electrical Installation Condition Report (EICR) in terms of s19A of the Housing (Scotland) Act 1988. The Respondent has refused or delayed to clear the premises in order to permit said inspection to proceed.
44. The last EICR was undertaken on 4 April 2014 and described the general condition of the installation as being in good condition [Prod 8]. A further EICR was required by 4 April 2019.
45. On several occasions since April 2019 the Applicant has arranged for its contractor to attend the property in order to undertake an EICR. The Respondent failed to provide access on 17th July 2019, 26th October 2021, 15th December 2022, 7th November 2023, 7th June 2024, 10th June 2024, 11th October 2024, 10th November 2024, 25th November 2024, 2nd April 2025 and 11th June 2025.
46. On 30 January 2020 the Applicant wrote to the Respondent inviting him to make contact to schedule the EICR [Prod 9]. The Respondent failed to respond.
47. On 8 October 2021 the Applicant wrote to the Respondent inviting him to make contact to schedule the EICR [Prod 10]. It was agreed the Applicant's contractor would attend on 29 October 2021 [Prod 11/1 and 11/2].
48. On 26 October 2021 the Respondent sought to cancel the arranged appointment for 29 October 2021 [Prod 12/1].

49. On 4 November 2021 the Applicant wrote to the Respondent confirming its contractors were unable to carry out the EICR owing to the condition of the Property. The Respondent was also informed that they had found the toilet was broken and the kitchen ceiling had partially collapsed. This had not been reported to the Applicant by the Respondent. The Applicant requested the Respondent clear the Property to allow works to be completed. The Applicant offered to rent the Respondent a garage space to store his belongings [Prod 13].
50. On 15 December 2022 the Applicant wrote to the Respondent scheduling the EICR for 1 February 2023 [Prod 14]. The Applicant provided the Respondent with a shed to assist in storage of his belongings. The Respondent failed to clear the Property to permit the EICR to proceed.
51. On 3 November 2023 the Applicant carried out an inspection of the Property. The Applicant discovered the ceiling in the kitchen had partially fallen. The Respondent had failed to report this repair [Prod15]. During a period of hospitalization for the Respondent, the Applicant was able to effect repairs to the ceiling and leaking sink in the bathroom. Said repairs were completed on 13 November 2023.
52. In February 2024 the Applicant advised the Respondent's occupational therapist of their concerns for his safety in the Property, and his inability to maintain his tenancy.
53. On 5 February 2024 the Respondent agreed by email to instruct a housing clearance company to clear the Property to permit access for the EICR [Prod 16/4].
54. On 26 March 2024 the Applicant reported an Adult Protection Concern to the local authority [Prod 18/3].
55. On 23 April 2024 the Applicant wrote to Angus Council expressing concern for the Respondent [Prod 18/1]. On 26 March 2024 the Applicant was told by Angus Council that the Respondent was on the list for rehousing [Prod 18/3].
56. In May 2024 the Applicant attended the Property with a social worker. A deadline of 24 May 2024 was agreed for the Respondent to arrange clearance of the property. Thereafter, the Respondent closed his social worker file and was taken off the housing register for suitable alternative accommodation.
57. On 25 July 2024 the Applicant wrote to the Respondent setting out his various breaches of the tenancy, offering assistance to arrange clearance of the Property and scheduling a deadline of 20 September 2024 for the outstanding inspections to be completed [19/1].

58. On or around August 2024 the Applicant carried out a visit to the property. The Respondent agreed to arrange for clearance of the Property to permit the outstanding inspections to be completed [Prod 20/1].
59. On 23 August 2024 the Respondent confirmed a skip had been delivered [Prod 21].
60. On 30 September 2024 the Applicant wrote to the Respondent proposing an EICR inspection for 11 October 2024. The Respondent cancelled the appointment on 11 October 2024 [Prod 22/3].
61. On 12 November 2024 the Applicant confirmed the EICR was scheduled for 26 November 2024. The Respondent had failed to arrange for clearance of the Property such that the inspection could not proceed [Prod 23/1].
62. On 4 and 19 March 2025 the Applicant approached the local authority requesting assistance for the Respondent [Prod 24/1 and 24/2].
63. On 24 March 2025 the Applicant wrote to the Respondent proposing 2 April 2025 for an EICR inspection and Legionella Risk Assessment [Prod 25].
64. On 2 April 2025 the Applicant contacted the Respondent to reschedule the appointment. The Applicant's contractor attended to complete the Legionella Risk Assessment. The contractor observed various trip hazards throughout the Property. The contractor indicated concerns for the Respondent and the Property due to hoarding and mess [Prod 26/1-26/5].
65. On or around 4 April 2025 the Applicant attended the Property. The Property was found in poor condition with the extensive accumulation of personal belongings throughout multiple rooms [Prod 27 and 28].
66. On 7 April 2025 the Applicant wrote to the Respondent to schedule further appointments for necessary works [Prod 29/1].
67. On or around 14 April 2025 the Respondent arranged a skip to clear the Property. Thereafter, the Applicant's representatives assisted the Respondent to clear 8 binbags of items within the property [Prod 30].
68. On or around 28 April 2025 a new allocated social worker was appointed to support the Respondent [Prod 31/3].
69. On 29 April 2025, Angus Social work wrote to the Applicant stating that they were going to visit the Respondent [Prod 31/2] and on 28 April 2025 wrote to the Applicant and stated they were aiming to support the Respondent weekly [Prod 31/3].

70. On 2 May 2025, the social work dept wrote to the Applicant and stated that they would check if the Respondent was on the housing list and a Fire Officer would attend the Property and a community alarm would be fitted [Prod 31/1].
71. Between 13 May and 28 May 2025, the Respondent failed to progress further clearance of the Property despite the EICR inspection having been scheduled for 11 June 2025 [Prod 32/1 – Prod 31/2].
72. On 11 June 2025 the Respondent sought to reschedule the EICR and access was refused.
73. On 6 August 2025, the Applicant received a complaint that a skip placed at the Property had not been removed. The Applicant contacted the Respondent but received no response.
74. On 29 September 2025, following service of the Notice to Quit, the Applicant asked the Respondent for an update on his circumstances but received no reply.
75. On 20 March 2026, the skip had still not been removed from the Property. There was a bad smell coming from it which affected the neighbours' enjoyment of their own ground. The Respondent was asked to remove it again.
76. On 16 April 2026, the Applicant received a similar report from the neighbours. It was reported that the skip was now attracting vermin. The Applicant contacted the skip company who agreed to remove it without reference to the Respondent.
77. The Property is inaccessible despite the Applicant trying to offer help to the Respondent. As a result, the Applicant is prevented from ensuring compliance with their statutory obligations.
78. The Applicant offered to install a stairlift in the Property to assist the Respondent in getting up and down the stairs. The Respondent refused.
79. The social work team of Angus Council discussed installing a stairlift in the Property but the Respondent refused, it having been offered by the Applicant and refused.
80. The Respondent has a partially amputated foot.
81. The Respondent is fiercely independent and finds it difficult to accept help.
82. The Respondent accepts that the Property is in poor condition.

83. Photographs attached to the various Interim Visit Reports show the Property as being very cluttered and dirty with multiple items scattered about in various rooms [Prod 15 and 28].

84. The Respondent is in breach of his obligations to maintain the Property in terms of Clause 6.1.2 and Clause 7 of the tenancy agreement.

85. No alternative accommodation has been offered to the Respondent so far.

Findings in Fact and Law

86. It is reasonable to grant an order for possession of the Property.

87. It is reasonable to grant an extension to the enforcement of the order for possession.

Reasons for Decision

88. The Tribunal noted that the tenancy had been properly created as a short assured tenancy and that a Section 33 Notice and Notice to Quit had been served on the Respondent. The Notice to Quit had been served to an *ish* of the tenancy (28 September 2025) so that tacit relocation is not operating. The section 33 Notice gave the Respondent at least two months' notice that the Applicant required possession of the Property. The Tribunal was satisfied that the provisions of Section 33 (1) (a) (b) and (d) of the 1988 Act have been met. The Tribunal was satisfied that the tenancy agreement had been complied with.

89. In terms of Section 33 (1)(e) of the 1988 Act, the Tribunal may make an order for possession of a house if it is satisfied "that it is reasonable to make an order for possession". Accordingly, the Tribunal has a duty to consider the whole of the circumstances in which the application is made. It follows that anything that might dispose the Tribunal to grant the order or decline to grant the order will be relevant. This is confirmed by one of the leading English cases, *Cumming v Danson* [1942] 2 All ER 653 at 655 in which Lord Green MR said in an often quoted passage:

"In considering reasonableness...it is, in my opinion, perfectly clear that the duty of the Judge is to take into account all relevant circumstances as they exist at the date of the hearing. That he must do in what I venture to call a broad common sense way as a man of the world, and come to his conclusion giving such weight as he thinks right to the various factors in the situation. Some factors may have little or no weight, others may be decisive, but it is quite wrong for him to exclude from his consideration matters which he ought to take into account."

90. The assessment of reasonableness was considered in *Manson v Turner* 2023 UT 328 @ para 41 (a case dealing with a landlord's intention to sell the tenanted subjects under Ground 1 of Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016). The Upper Tribunal stated that the Tribunal must "objectively balance the rights and interest of both parties". At para 42, the Upper Tribunal set out that where the landlord and tenant put evidence before the Tribunal in an attempt to establish facts relevant to reasonableness, the first task is to assess that evidence and make clear findings in fact. It must then weigh and balance all the relevant facts found which bear on reasonableness. In determining whether it is reasonable to grant the order, the Tribunal is required to balance all the evidence which has been presented and weigh the various factors which apply to the parties.

91. The evidence the Tribunal requires to balance is the following:

92. The Respondent is 74 years old and lives on his own. He has a partially amputated foot. The Respondent is fiercely independent and he finds it difficult to accept help. The Respondent is unable to maintain the condition of the Property and, as a result, the Applicant has been unable to comply with its statutory repairing obligations. The EICR and Legionella risk assessment are outstanding. The EICR has been outstanding since 2019. The Applicant has provided the Respondent with numerous opportunities to clear the Property to allow the necessary safety inspections to take place. The Applicant made an Adult Protection referral to the local authority but the support (if any) provided has not been sufficient to improve the living conditions of the Respondent. The Applicant is concerned for the safety of the Respondent and, understandably so. The failure to complete the EICR means that the Applicant is unaware of electrical faults which could pose a risk to the Respondent as well as neighbouring properties or occupiers. The Property is a semi-detached house on two levels. The stairs are steep. The Respondent has refused the offer of having a stairlift fitted by both the Applicant and the local authority. The Property is cluttered and dirty such that mice droppings have been found throughout the Property. The photographs produced by the Applicant show the condition of the Property clearly. It is being kept in a very poor condition. The Respondent failed to arrange for a skip to be removed from the Property after a lengthy period of time such that neighbours reported a bad smell and vermin.

93. In addition to the poor condition that the Property is being kept in by the Respondent, contrary to the tenancy agreement, it is not in a condition or of a type that is suitable for his needs. The Respondent considered that if he had some further time, he could put matters in order. Whilst the Tribunal had no doubt about the Respondent's good intentions in this regard, it did not accept that this was realistic or likely to happen given the Respondent's inability to deal with matters over the past 7 years. The Applicant has given the Respondent multiple opportunities to clear the Property and provide access over many years but, despite their best efforts, this has failed. The Respondent has been advised by the social work team that they will provide support to him should the Property be repossessed and he is on the housing list.

94. Since the Notice to Quit was served in July 2025, the Respondent has failed to engage with the Applicant. Although the Respondent said that he had been looking for alternative accommodation, the Tribunal formed the impression that he had done this reluctantly.
95. The situation is a difficult one for both parties. However, the Tribunal was in no doubt that, the Applicant, having complied with its obligations in terms of ending the tenancy, it was reasonable to grant an order of repossession. The Respondent stated that he would appreciate some further time before any order is enforced so that he could make arrangements to dispose of furniture etc, which will he will not be able to take to a smaller property. Although the Applicant opposed a postponement of enforcement of any order, the Tribunal took the view that some further time was merited. It will give the Respondent and, perhaps the Applicant (if they wish), the opportunity to make contact with the local authority to advise them of the forthcoming repossession. It is to be hoped that arrangements can then be made in good time for the Respondent to move to a more suitable property.
96. Having considered all of the circumstances, the Tribunal determined that it was reasonable to grant an eviction order. The Tribunal also considered that it would be reasonable in all the circumstances to postpone the enforcement of the eviction order until 1 February 2027 in terms of Section 20(2)(b) of the 1988 Act.
97. The Tribunal exercised the power within Rule 17 of the Rules and determined that a final order should be made at the CMD.

Decision

The Tribunal grants an Order for possession of the Property and determines that enforcement thereof should be postponed until 1 February 2027.

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.

**Fiona Stephen
Legal Member/Chair**

**23 September 2026
Date**

