Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 18 of the Housing (Scotland) Act 1988

Chamber Ref: FTS/HPC/EV/19/0588

Re: Property at 420 Hyndford Road, Lanark, ML11 9SQ ("the Property")

Parties:

Mr Colin Adams, Mrs Lorraine Adams, 55 Beauly Crescent, Wishaw, ML2 8EG ("the Applicant")

Miss Lisa Sweeney, Mr Steven Shannon, 420 Hyndford Road, Lanark, ML11 9SQ; 420 Hyndford Road, Lanark, ML11 9SQ ("the Respondent")

Tribunal Members:

George Clark (Legal Member) and Elizabeth Currie (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the application should be granted and made an Order for Possession of the Property.

Background

By application, dated 20 February 2019, the Applicant sought an Order for Possession of the Property under Section 18 of the Housing (Scotland) Act 1988 ("the 1988 Act"). The Grounds relied on were Grounds 8,11,12,13,14 and 15 of Schedule 5 to the 1988 Act.

The application was accompanied by a copy of a Short Assured Tenancy Agreement between the Parties commencing on 1 June 2014 at a rent of £1,000 per month and, if not brought to an end on 31 March 2017, continuing on a monthly basis until ended by either Party "subject to interpretation clauses 21 and 22". Clause 21 stated that it had been expressly and irrevocably agreed between the Parties that a verbal agreement had been reached for the purchase of the Property by the Respondent to the value of £318,000, this being an option that the Respondent could exercise at any time. Clause 22 provided that it was agreed that the Respondent would make a payment of £1,704 per calendar month direct to the Applicant's mortgage company for the duration of the Agreement and that, in the event that the Agreement was

brought to an end by the Applicant or agents acting on behalf of Leeds Building Society, the "overpayments of £704" per calendar month would be repaid to the Respondent on a cumulative basis for all payments made from the date of commencement of the tenancy. Clause 22 also stated that the Agreement could not be terminated by the Applicant until all sums due under Clause 22 were fulfilled in full.

The Applicant also provided the Tribunal with a Rent Statement showing arrears as at February 2019 of £6,000.

The Tribunal did not see a copy AT5 Notice, but it was not disputed that there had been an earlier Short Assured Tenancy Agreement between the Parties and that being the case, it would not have been necessary to serve a Form AT5 Notice when the present Agreement commenced in June 2014.

A Case Management Discussion was held on 15 April 2019. On 12 April 2019, the Tribunal had received written representations from the Respondent, who contended that, during the original lease, Leeds Building Society had raised proceedings against the Applicant to repossess the Property. It had been agreed at a hearing that a new lease agreement would be acceptable to the lenders, with the Respondent making monthly payments of £1,704 directly to them. The Respondent said that his rent had been paid as and when it was due, and the Applicant had entered into an agreement with Leeds Building Society to clear any arrears that accrued over and above the payments being made by the Respondent. The Respondent had made 51 payments of £1,704 as agreed and, when the Applicant had served a Notice to Quit, the Respondent had made a formal demand for repayment of the overpayments of £35,904. As at April 2019, this figure had reduced to £27,904 as, from September 2018 to April 2019, the Respondent had withheld £1,000 per month. The Respondent's view was that the Applicant was in breach of Clauses 21 and 22 of the Tenancy Agreement, but the Respondent had advised the Applicant that he was content to leave the Property on receipt of the overdue balance being made. No payment had been made by the Applicant, so the Respondent had advised the Respondent that all future monthly payments due under the lease would be deducted from the overpayment balance.

At the Case Management Discussion on 15 April 2019, the Tribunal decided to fix a formal Hearing, as there were a number of factual matters which required to be addressed. The Applicant then provided an updated Rent Statement showing arrears of £10,000 to June 2019, and copies of a Form AT6 dated 24 December 2018, seeking recovery of possession under Grounds 8, 11, 12, 13, 14 and 15 of Schedule 5 to the 1988 Act and a Notice to Quit dated 22 December 2018, with evidence of service of both Notices by sheriff officer on 31 December 2018.

The Hearing scheduled for 11 June 2019 was adjourned to 25 June 2019 and on that date, it was, at the request of the Respondent Mr Shannon, further adjourned to 5 August 2019, to ensure the attendance of the Respondent Miss Sweeney, whose evidence Mr Shannon regarded as of critical importance.

Prior to the Hearing, the Respondent sought a "pre-hearing" on the legitimacy of the joint lease, as the Applicant was challenging the document on the basis of the date on which it was signed and witnessed. The Tribunal refused that request on the ground that the Tribunal would allow the Parties to address the issue at the Hearing, the date of which was imminent.

The Hearing

The Hearing took place at George House, 126 George Street, Edinburgh on 5 August 2019. The Applicant was present and was represented by Ms Tracey Campbell-Hynd of TCH Law, Hamilton. The Respondent, Mr Shannon was present. The Respondent, Miss Sweeney, was in the building but was unable to be present at the Hearing as she had young children with her. Accordingly, she participated by means of a telephone conference facility.

The Respondent, Mr Shannon, asked the Tribunal to dismiss the case as, under Clause 22 of the tenancy agreement, the Applicant could not seek to terminate the tenancy until any and all sums due to the Respondent were fully repaid. He contended that it was established that there was an amount of £35,904 owed by the Applicant. He understood that the Applicant was seeking to challenge the legitimacy of the tenancy agreement, but even if such a challenge were successful, the Applicant had acted on the faith of the agreement by accepting £704 per month more than the monthly rent. The Respondent's Motion to dismiss was opposed by the Applicant on the basis that the Respondent's position was incorrect. There was nothing to preclude the proceedings going ahead. The Tribunal agreed with the Applicant's view that the proceedings should go ahead and the Motion to dismiss was refused.

The Applicant's solicitor told the Tribunal that the Applicant's position was that the Order for Possession should be granted. The Respondent had breached the terms of the lease on a number of counts. Rent had been paid persistently late, pets and animals had been kept in the Property, the Property had been used for the running of a business and, most importantly, the Property had been transformed structurally by the Respondent. Further, the Respondent's points in relation to a clause that had been drafted by him were nonsense.

Summary of Oral Evidence

Ms Campbell-Hynd called as her first witness, the Applicant, Mr Colin Adams.

Mr Adams told the Tribunal that he had purchased a plot of land and built the Property around 2010. He was an electrical contractor, and this was the third house that he had built. He was *au fait* with regulations regarding electrical installation. He had originally intended to sell the completed house, but due to the economic recession, had decided to rent it out instead. There had been one set of tenants prior to the Respondent. The Applicant had lived in the Property for a few months after that, then had decided to re-let it. The original lease had been drafted by the Applicant's estate agents and the present Agreement had been signed on 26 May 2014 and was the tenancy Agreement now in place. The Respondent had made an amendment to insert Clause 22. The Applicant had been unable to make full repayments of the mortgage at that time, the monthly figure being £1,704, as the rental did not cover them. The Applicant had fallen into mortgage arrears and had felt pressured into signing the new lease, as amended by the Respondent. It had been signed in the back of the Respondent Mr Shannon's car, outside Lanark Sheriff Court. There had been no mention of a replacement lease prior to the encounter outside the sheriff court. The new rental covered the mortgage payments.

Mr Adams was referred to Clause 21 of the Tenancy Agreement, in which it was agreed that the Respondent could purchase the Property for £318,000. He told the Tribunal that this figure was below market value and that he had understood that the

purchase would take place within three years. He estimated the market value at the time as being £350,000.

There had been a number of occasions on which the payments under the Tenancy Agreement, which were being made directly to Leeds Building Society, had been late. The Society had contacted the Applicant regularly about late payments. In May 2017, the Applicant had decided to sell the Property, but had received no response to numerous attempts, including letters, to obtain access.

The Applicant had then been alerted by a friend to the fact that there was a mess outside the garage of the Property. The Respondent had been contacted and it was then that the Applicant found out that there had been a fire in the garage in January or February 2018. The Respondent had never told the Applicant about this and the Applicant had not found out about it until some 5/6 months after the fire. Mr Adams was of the view that, as most of the roof had been destroyed, the damage would have worsened in the intervening weather. The matter was now with the Applicant's insurers.

Ms Campbell-Hynd referred Mr Adams to a Scottish Fire and Rescue Service Incident Report, lodged with the application, regarding an incident on 17 February 2018 and, in particular to page 6 of the Report, which stated that the most likely cause of the fire was "Faulty leads to equipment or appliance". Mr Adams confirmed that no such appliance had been provided by the Applicant, but that he understood that the Respondent had connected extension leads from the house to the garage, as he had been working on cars and a bus.

Mr Adams was then referred to a letter which formed part of the Respondent's Productions. It was a copy of a letter from Burgoynes, consulting scientists and engineers, to the Respondent, Mr Shannon, dated 3 January 2019 and Mr Adams stated that it suggested that they, too, had had difficulty in contacting the Respondent to inspect the Property as part of their remit to investigate the cause and circumstances of the fire on behalf of the Applicant's insurers.

Mr Adams told the Tribunal that no rent had been paid since late 2018 and that this was causing issues with regard to the repayment of the Applicant's mortgage. He was also referred to a letter dated 7 August 2018 from South Lanarkshire Council, a copy of which had been lodged as a Production, requiring the Applicant to remove an accumulation of waste in front of the garage of the Property and he told the Tribunal that he had arranged for a skip to be taken to the Property, but the Respondent Miss Sweeney, had refused to allow it to be placed on the driveway.

The Respondent then cross-examined Mr Adams. He began by asking him about the lease agreement and Mr Adams accepted that it had been presented in court at the final hearing, to prevent the repossession of the Property going ahead. He was referred to a Rent Statement included in the Productions and was asked why it referred to payments received of £1,000 per month, when the payments actually made by the Respondent to Leeds Building Society had been £1,704 per month. Mr Adams' solicitor objected to this question, stating that the payments of £704 were a separate issue dealt with in Clause 22 of the Tenancy Agreement and Mr Adams rejected the Respondent's suggestion that there was a surplus on the rent account as at July 2018. The Respondent commented that the rent was clearly stated to be £1,000 per month.

Mr Shannon then referred Mr Adams to his letter to the Applicant dated 29 July 2019, which he referred to as a Notice of Default and which was one of the Respondent's Productions. The Applicant stated that he had never seen it before it had appeared as part of the papers in the present case. He also denied the

suggestion put to him by the Respondent that he had been advised not to remove the rubbish pending the investigation into the fire. Mr Shannon put it to Mr Adams that the arrival of the skip had been unannounced. Mr Adams said that a letter had been sent and Mr Shannon commented that it had not been lodged in process. Mr Adams referred to a letter that had been lodged, signed for on 8 November 2018, advising the Respondent of the Applicant's intention to exercise his right of access. Mr Shannon commented that the Applicant was saying that access had been refused but had provided only one letter. The Respondent also objected to the allegations that payments had been made late to Leeds Building Society but no statement of account in support of this had been lodged.

In further examination by his solicitor, Mr Adams confirmed that he had not at any time been asked by Scottish Fire and Rescue Service or the loss adjusters any questions regarding the electrical installation at the Property.

Ms Campbell-Hynd then called Mrs Lorraine Adams as a witness. As a Party, she had heard the evidence given by her husband and she told the Tribunal that there was nothing in his evidence about which she had concerns. She stated that the first time she had seen the Property during the tenancy had been on the Tuesday prior to the hearing. She and her husband had continued with the lease because of their financial position at the time. She had known nothing about the fire in the garage until she had received a telephone call from the Council about the rubbish lying outside the Property in June 2018. She had then gone to the Property and that had been when Mr Shannon had told her about the fire. He had indicated at the time that he had already let them know by solicitor's letter but was unable to name the solicitor concerned. None of the rubbish belonged to the Applicant.

Mrs Adams also stated that the alterations to the Property included putting in a staircase where there had been a cupboard, moving a doorway and converting the attic into two bedrooms. This had all been done without the consent of the Applicant, including putting lighting and power into the loft. She said that the Property did not look remotely like the house was before they had let it to the Respondent. Redecoration had been carried out without consent and there was a mural on the wall of one of the bedrooms.

Mrs Adams added that there was a "run" built in the kitchen for a rabbit and there were fish tanks in the Property, all, again, added without consent and not permitted in terms of the lease. When, on the previous Tuesday, she had asked to see the garage, she had found that it contained solar panels and flammable liquids. She had also noticed missing drainpipes, which had not been mentioned to the Applicant before and black mould on the external wall where the pipes were missing.

Mrs Adams was then referred to one of the Productions which showed the Property as the operational address for a business and told the Tribunal that there was evidence that a bus conversion had been going on at the Property at some point.

Mrs Adams concluded her evidence by stating that the Applicant was owed 11 months' rent at £1,704 per month.

In cross-examination by Mr Shannon, Mrs Adams accepted that access had been granted to estate agents, who had taken photographs of the Property, but stressed that access by her husband had been refused. He then referred her to one of the Respondent's Productions, which he said was a signed approval by Mr Adams dated 1 December 2012 to the extension into the existing attic space of the Property. Mrs Adams said that the signature on that document was nothing like that on the lease document.

With regard to the missing drainpipes, Mrs Adams confirmed that there had been two repairs to external rendering during the tenancy, but the work had been done at the opposite end of the house from the area where the drainpipes were missing.
Mr Shannon then turned to the Tenancy Agreement and Mrs Adams confirmed that it had been signed by her and by her husband, but she denied that it had been witnessed by the Respondent Miss Sweeney. It had, she said, been signed in the back of Mr Shannon's car.
Mr Shannon asked Mrs Adams if she had given his telephone number to the loss adjusters. She said she had not done so, but pointed out that, having Mr Shannon's name, it would have been very easy to obtain the number from the website for his business, or from his Facebook page.
Re-examined by Ms Campbell-Hynd, Mrs Adams confirmed her view that her husband's signature on the purported consent document was totally different from that on the lease. She believed the signature on the former document to have been forged. It would not have been the Applicant's intention in 2012 to allow any conversion or alteration works.
The Tribunal asked Mrs Adams what she had understood would happen when the tenancy ended. Was there a "premium" of £704 per month being paid as there was a verbal agreement to sell and would these sums have been deducted from the price if the sale had gone ahead? Mrs Adams stated that it would be a "premium" as the price agreed was below the market value of the Property.
The Respondent, Mr Shannon, then gave evidence on his own behalf. He told the Tribunal that the new lease had been drawn up because, at the action for repossession in the Sheriff Court, Leeds Building Society would not accept the initial lease as they were not convinced the Applicant would make up the shortfall between the rent of £1,000 and the monthly mortgage payments. He offered to pay the total mortgage payments to prevent decree being granted and the Respondent and his family being evicted. He said that the document, signed by both Parties, was clear and unambiguous. By trying to bring the contract to an end, the Applicant had breached Clause 22. A Default Notice had been served on Mr and Mrs Adams, to which no response had been received.
Mr Shannon said that he could confirm that Ms Sweeney had been present when the document was signed, not in his car but in the kitchen of the Property. He also said that any time access had been requested it had been granted. He had entered into the agreement in good faith to prevent the Property from being repossessed. He had honoured his part of the agreement, allowing the repossession action to be sisted. He had been clear that he was more than happy to relinquish possession on payment by the Applicant of the sums of £704 per month that he had paid to prevent the repossession of the Property.
In relation to the attic conversion, Mr Adams had been happy to show him the attic and referred the Tribunal to the document dated 1 December 2012 to which he had referred Mrs Adams in cross-examination.
Mr Shannon told the Tribunal that the garage fire had occurred on a Saturday morning. He had tried to tell the Applicant that afternoon but could not get through. He had, however, told the Applicant the following day. He said that no technical evidence had been provided by the Applicant as to the cause of the fire and that he was not party to any discussions the Applicant had had with the loss adjusters. Most of the rubbish at the Property was fire damaged and the loss adjusters had asked the Respondent not to move it pending the outcome of their investigations. There were no flammable liquids in the garage. Mr Adams had turned up unannounced

with a skip and was attempting to park it on the drive. He had been told he could put it on a grassed area, but he had refused and had left.
Mr Shannon told the Tribunal that when it had become clear that the Applicant was unhappy with what he had done, he had stopped the work in the attic.
In cross-examination by Ms Campbell-Hynd, Mr Shannon stated that he had drafted the new lease. He had suggested the overpayment to assist Mr and Mrs Adams in the short term. He had drafted the new lease a couple of days before it was signed. It had followed a meeting at the Property. He was referred to the lease which stated that it was due to terminate on 31 May 2017 and, when asked what he had expected to happen on that date, responded that there was no set reason for the three-year period. He was asked if there was a reason why he had not bought the Property and replied that there was not. He said he had stopped making the payments because the Applicant had been in breach by serving the Notice to Quit and because the rent had already been paid by the overpayments. His Default Notice letter had been sent by post and had also been hand-delivered.
With regard to the attic conversion, Mr Shannon said that he had understood that planning permission had been granted and that a neighbour had the plans. Mr Shannon had a copy of them. He had told the Applicant that he would be commencing the attic work in accordance with the plans. Ms Campbell-Hynd put it to him that there were no plans. When cross-examined about the fire, Mr Shannon said that he had got through to the Applicant on the day after the fire and had then awaited further contact from Mr and Mrs Adams. He had tried numerous times by telephone to find out what was happening, but nothing had happened until he was contacted by the loss adjusters on 3 January 2019. The fire had been on 17 February 2018.
Ms Campbell-Hynd asked Mr Shannon if the skip could have been accommodated on the driveway if he had not had a converted motor home on it. He responded that he had not been present and there was nowhere else on the drive that the skip could go. He expected to stay in the Property until payment of the amounts due back to him was made.
Ms Lisa Sweeney then gave evidence for the Respondent by means of a telephone conference call. She confirmed that the lease of 26 May 2014 had been signed in the kitchen of the Property on the day she had signed and witnessed it. She also confirmed that Mr Adams had turned up unannounced demanding access to deliver a skip and also last week, Mrs Adams and her father had turned up with her father, but without a member of the Tribunal (in connection with a Right of Access application by the Applicant in the present case). Ms Sweeney had felt threatened by the attendance of Mrs Adams but had allowed access when the Tribunal Member turned up.
In cross-examination, Ms Sweeney was asked about her suggestion that there had been abusive behaviour by her landlords. She said that this had happened a number of times over the years but that so long as they had asked for access, it had been granted. She denied when put to her that the only access that had ever been granted had been for a surveyor. There had, she said, been times when Mr or Mrs Adams had turned up at the side or front door and had been quite aggressive, but she accepted that she had not felt that she should phone the police.
Ms Sweeney repeated that she had been present when the lease was signed and that she had signed it last.

Summing-up

Ms Campbell-Hynd told the Tribunal that the Applicant was looking for the Order sought in the application. The Parties were agreed that the 2014 lease was applicable. The breaches of that agreement lay only with the Respondent. The rental payments and additional payments under Clause 22 had not been made in full and the Respondent had carried out alterations without authority. Even if it could be argued that they had been carried out with the Applicant's authority, they had been carried out unlawfully and, as the Applicant had only very recently been able to ascertain (at the Right of Entry Inspection in the presence of a member of the Tribunal), did not appear to have been carried out competently. Additional breaches had included the keeping of pets and a business having traded from the Property. The Respondent Mr Shannon's business website confirmed it traded from the Property.

On any view, Ms Campbell-Hynd contended, the Respondent was in breach of the tenancy conditions.

Ms Campbell-Hynd's interpretation of Clause 22 of the lease was that there had been no breach by the Applicant. There might be a situation regarding overpayments, but that would form part of additional proceedings. The Respondent had failed to make the payments since August 2018 and there had been damage to the Property apart from the conversion changes. The cause of the garage fire was under investigation. There was no evidence that the Applicant had been at fault, but the Respondent Mr Shannon had been the last person to work in the garage. The Fire Service report suggested that appliances had been the cause and it was not beyond belief that the Respondent might have overloaded a domestic supply. She noted that it had not been intimated to the Applicant for some months.

Ms Campell-Hynd referred to the evidence that the Respondent had repeatedly failed to give access to the Property, this having been confirmed in evidence by both Mr and Mrs Adams. The Applicant completely refuted the allegations of aggressive behaviour. Had that happened, she would have expected the authorities to have been informed, at least in correspondence. The Property had not been purchased in terms of the lease because the Respondent was not in a position to buy it. Mr Shannon had thought he could get a bargain, so had drafted the new lease himself. The Respondent was seeking to remain in a Property, having breached the terms of the tenancy agreement and paying nothing, despite having made substantial unauthorised alterations to it, as had been established at the inspection the previous week. Any potential claim in respect of overpayments should be a matter for separate proceedings but, as the new lease and in particular Clauses 21 and 22 had been drafted entirely by the Respondent, any ambiguity had to be interpreted *contra preferentem* and the Applicant's interpretation should be preferred.

Mr Shannon told the Tribunal that this was a relatively simple case that had been obscured by incorrect factual information from the Applicant. The lease of 2014 had been entered into in good faith and had cost him a considerable amount of money. Clause 22 was quite explicit. A balance was due to the Respondent by the Applicant and there was an admission that there had been an overpayment. Clause 22 said that the lease could not be terminated by the landlord unless this overpayment was refunded, so Mr Shannon sought dismissal of the application.

No structural or engineers' reports had been provided to support allegations of damage to the Property. Mr Shannon had no faith whatsoever that, if he moved out tomorrow, he would ever see his money.

The parties then left the Hearing and the Tribunal considered all the evidence before it.

Reasons for Decision

The Tribunal considered Clause 22 of the Tenancy Agreement of 2014. It agreed with the proposition of the Applicant that, as it was accepted that it had been drafted by the Respondent, in the event of ambiguity, it fell to be interpreted *contra preferentem*. This principle is long-established in our law of contract and is to the effect that if an agreement or term of a contract is ambiguous, the preferred meaning is the one that works against the interest of the party who provided the wording.

Clause 22 states that "It is agreed that the tenant will make a payment of £1,704 per calendar month to the landlord's mortgage company for the duration of this agreement. In the event that this agreement is brought to an end by the landlord...the overpayments of £704 per calendar month will be repaid to the tenant on a cumulative basis for all payments made from the date of lease/tenancy commencement". The Applicant contended that the Respondent was meeting the Applicant's mortgage payments and, as a *quid pro quo,* was entitled to purchase the Property at a price considerably below its market value. The Respondent argued that the only reason for paying £1,704 per month was to satisfy the mortgage lender so that the Property was not repossessed.

The Tribunal was of the view that the Tenancy Agreement was unclear in that it stated that the rent was £1,000 per month, but that the Respondent was to pay £1,704 per month. The question was, therefore, was the rent £1,000 per month or £1,704 per month? The Respondent had contended that the Tenancy Agreement was quite clear that the rent was £1,000 per month. The Applicant's solicitor had stated that it was accepted that there might be an issue about overpayments, which indicated that the Applicant also thought that £1,000 was the actual rent element of the monthly payment. The Tribunal, on balance, agreed with that view.

Section 18 of the 1988 Act states that the Tribunal shall make an Order for Possession if it is satisfied that any of the Grounds in Part I of Schedule 5 to the Act is established. Ground 8 of Schedule 5 to the 1988 Act applies where both at the date of service of the Notice required under Section 19 of the Act (The Form AT6 Notice) and at the date of the Hearing, at least three months' rent lawfully due from the tenant is in arrears. As the Respondent had only been paying £704 per month since August 2018, the arrears both at the date of service of the Form AT6 Notice and at the date of the Hearing exceeded three months' rent. Accordingly, the requirements of Section 19 of the 1988 Act had been met and the Tribunal was bound to make an Order for Possession.

The Tribunal was of the view that there was a lack of clarity in Clause 22, as it did not cover the situation in which the tenancy was ended by the landlord as a consequence of the fault of the Tenant. The service of a Notice to Quit does not bring a tenancy to an end. It merely stops tacit relocation operating. It required the Respondent to vacate the Property by 31 January 2019 and as the Respondent had retained possession of the Property after that date without being entitled to do so under a contractual tenancy, the Respondent had become a statutory assured tenant in terms of Section 16 of the 1988 Act. Section 16(2) of the Act makes it clear that a statutory assured tenancy cannot be brought to an end by the landlord except by obtaining an Order of the Tribunal. The view of the Tribunal was, therefore, that the service of the Notice to Quit did not entitle the Respondent to claim at that point any reimbursement in terms of Clause 22 of the Tenancy Agreement. The Tribunal was,

of course, conscious that by making an Order for Possession of the Property and terminating the tenancy at the instance of the Applicant, the meaning and effect of Section 22 of the Tenancy Agreement would have to be considered, but the Tribunal determined that this would have to be the subject of separate proceedings, as any claim of the Respondent to reimbursement would not crystallise until the date on which the Order for Possession could be enforced.
As the Tribunal had granted the Order for Possession under Ground 8 of Schedule 5 to the 1988 Act, it was not necessary for the Tribunal to consider further the application under Grounds 11,12,13,14 and 15.

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.

[redacted]
Legal Member/Chair

5 August 2019
Date