



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/22/2951

Re: Property at 61 Alison Street, Kirkcaldy, Fife, KY1 1TT (“the Property”)

Parties:

Mrs Lucy Fraser, 19 Craigeran Place, Kirkcaldy, Fife (“the Applicant”)

Miss Sharon Nicholson, 61 Alison Street, Kirkcaldy, Fife, KY1 1TT (“the Respondent”)

Tribunal Members:

Jan Todd (Legal Member) and Leslie Forrest (Ordinary Member)

Decision

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

• Background

1. An application was made by the Applicants dated 17th August 2022 for an order for repossession of the Property in terms of Rule 65 of the Tribunal Rules. The CMD took place by teleconference.
2. The Applicant is the Landlord in a Tenancy with the Respondent who is the tenant.
3. The Applicant had lodged and the Tribunal had sight and considered the following documents:-
 - a. Application for repossession dated 17th August 2022
 - b. Copy Tenancy Agreement for the Property commencing 30th March 2009
 - c. Copy AT5 Notice
 - d. Notice to Quit dated 15th October 2020 giving notice to quit by 30th March 2021
 - e. AT6 notice dated 22nd December 2021 advising that proceedings would not be raised before 1st July 2022

- f. Copy certificate of posting dated 24th December 2021 and receipt dated 30th December 2021
 - g. S11 notice to Fife Council and evidence of service on 30th June 2022
 - h. Rent statements
 - i. 2 pre action letters dated 26th July and 2nd August 2022
4. The Respondent submitted an email on 6th January 2023 advising that she suffered from severe and enduring mental health issues and learning difficulties and had difficulty in understanding and processing correspondence. She advised she was getting support from Frontline Fife and asked for an extension to allow time for Frontline Fife to help her with this situation she also advised she was waiting to hear back from Citizens Advice.
 5. The Applicant indicated the Respondent has not made any attempt to correspond with herself or make any payment towards the shortfall of rent due and that there had been a previous rent determination by the Tribunal instigated by the Tenant.
 6. As there was more than 5 weeks before the CMD was due to call the Tribunal confirmed the CMD would proceed as there should be enough time for the Respondent to get support and advice from Frontline Fife and Citizens Advice.
 7. On the morning of the CMD the Tribunal received a copy of a Rent Spreadsheet showing sums due and paid since the commencement of the tenancy, set out in annual statements from the applicant.
 8. The Applicant and her husband Mr Peter Fraser attended personally at the CMD and the Respondent was represented by Ms Shona Morrison of Frontline Fife.
 9. At the CMD the Applicant made it clear that she felt the relationship of landlord and tenant had broken down and that she claimed there were now substantial rent arrears which started at the beginning of the tenancy, but most recently since, there was a rent determination which fixed the rent at £425, the tenant has not paid or not been able to pay the shortfall of around £50 per month between the rent due and her benefit payment.
 10. Ms Morrison for the Respondent advised that the Respondent disagrees with the amount of rent that the applicant claims is owed, although she could not confirm exactly what amount the Respondent thinks is due she thought it would only be a few hundred pounds and submitted that further payments have been made that are not shown on the Applicants statement. Ms Morrison had not however seen the latest statement from the Applicant with the details of rent due and rent paid shown for each year of the tenancy. She advised that rent was withheld in 2014 for repair issues and that the Respondent had to move out for one month and there was an agreement she should not pay rent for that month.
 11. Ms Morrison when asked confirmed that the council had apparently told the Respondent to ask for an s33 letter but she understood the AT5 was not valid and so the Applicant could not serve a S33 notice
 12. Ms Morrison also that she understood the landlord had a right to ask for a rent increase and she had advised the tenant she had a right to challenge this and the tribunal made a determination which was backdated. She also agreed the relationship with between the landlord and tenant is very poor and could not answer whether or not the tenant wished to stay in the Property instead she

advised that the tenant was a vulnerable person, with learning difficulties and was concerned that if she was evicted for rent arrears this would be seen as her fault and the council would not rehouse her or provide accommodation. She advised the property is not being kept to a high standard but there is no application for repairs submitted.

13. The Applicant responded by advising that this situation was causing her a high degree of stress and that she often tried to send tradesmen to the house but had difficulty finding the tenant in and thought she might have somewhere else to stay.
14. The Tribunal determined that the case should proceed to a full hearing where the following issues would be determined:-
 - What rent is outstanding and how long has it been outstanding?
 - Have additional payments been made by the Respondent and if so how much and when were they paid?
 - If any of the grounds of eviction applied for, namely ground 8, 11 or 12 of Schedule 5 of the 1988 Act are found to be met would it be reasonable for an order for eviction to be granted?

The Hearing

15. The hearing took place at the Vine Centre Dunfermline at 10am on 24th May 2023. Ms Fraser the Applicant was in attendance but without any representative. Ms Nicholson the Respondent attended along with her partner Mr John Craigie as her supporter and Ms Shona Morrison as her representative from Frontline Fife.
16. Legal Member explained the purpose and order of the proceedings today.
17. Both parties asked to lodge one additional piece of written information. The applicant provided and asked that an e-mail from a Mr David Gilroy be accepted into evidence. Ms Morrison submitted a letter from Fife Council confirming an award of discretionary housing payment of £11.78 per week from 15th May 2023 to 12th May 2024, making the Respondents weekly housing benefit award £98.08 for the next year. Neither party objected to the late lodging of these productions and so the Tribunal accepted both into evidence.
18. The Tribunal then asked Ms Fraser to confirm the details of the lease of the Property and what notices she had lodged that she is relying on for her application for eviction. Ms Fraser confirmed that the lease commenced on 30th March 2009, the Respondent was the tenant and the rent amount agreed at that time was £350 per month. She then advised that she sent a notice to quit on 15th October 2020 and served a notice to increase the rent to £435 at the same time. She confirmed that this was opposed by the Respondent and that is when she involved Frontline Fife and that the matter went to a Tribunal where the rent was increased to £425. Ms Fraser then advised she sent an AT6 notice as although the tenant had asked her to serve a S33 notice, when Ms Fraser took advice on that she was told her AT5 was not valid and so she could not use S33 to raise an eviction action. She confirmed that she therefore served an AT6 a copy of which is lodged with the Tribunal along with the certificate of posting and a track and trace receipt. At this point Ms

Morrison advised that the Respondent did not remember receiving the AT6 and pointed out that the certificate of posting showed a different postcode to the one applicable to the Property address. She advised she had just noticed this and that is why Ms Morrison had not mentioned it before. Ms Fraser advised that her husband had helped fill out the AT6 and that they had posted it together at the Forres Drive post office which is the one nearest her home. Ms Fraser advised that the address on the AT6 was the same address used on the envelope to post it. She further advised that this was not the first notice she had served as the previous one had a wrong date on it and she had told Shona (Ms Morrison) that they would send a second one. Ms Fraser pointed to the delivery receipt and confirm that she believed it had been properly delivered. Ms Fraser also advised that after sending this notice she received a call from Ms Morrison who suggested to her that she should send a S33 notice rather than this one but she advised this could not be used.

19. Ms Fraser advised that the tenancy started because the tenant's father was friendly with Mr Gilroy a friend of the Respondents and her husband accepted the tenant after he talked to the tenant's father. She advised her husband trusted the tenant's father and thought that rent would be paid by Housing benefit. She confirmed that she herself went with the Respondent to the Council office to allow her to apply for the benefit. Ms Fraser then confirmed the tenant moved in but there was a delay in payment of the rent and that she never paid the first 3 months. Ms Fraser advised that at the start of the lease the housing benefit was paid directly to the tenant and she never received the first 3 months payment and there was no deposit paid because the tenant was on housing benefit.

20. The Tribunal then asked Ms Fraser to go through the rent statements she had lodged since the start of the lease and confirm what rent payments she claimed were made.

21. Ms Fraser confirmed the following payments were made:-

- 2009 rent due £3,150 rent paid £2100 balance o/s £1,050
No payment for first 3 months
- 2010 rent due £4200 rent paid £4200 balance o/s £1,050
- 2011 rent due £4200 rent paid £4150 balance o/s £1,100
(A shortfall of £50)
- 2012 rent due £4200 rent paid £4210 balance o/s £1,090
(An extra £10 paid)
- 2013 rent due £4200 rent paid £4100 balance o/s £1,190
(a shortfall of £100)
- 2014 rent due £4200 rent paid £3900 balance o/s £1,490
(no payment until August that year then a lump sum of £2,600)
- 2015 rent due £4200 rent paid £4200 balance o/s £1,490
- 2016 rent due £4200 rent paid £4200 balance o/s £1,490
- 2017 rent due £4200 rent paid £4220 balance o/s £1,470
(an extra £20 paid)
- 2018 rent due £4200 rent paid £4200 balance o/s £1,470
- 2019 rent due £4200 rent paid £4200 balance o/s £1,470
- 2020 rent due £4200 rent paid £4203 balance o/s £1,467

(one month was missed in 2020 paid up in instalments of £25 per month over a total of 14 separate monthly instalments, plus an extra £3)

- 2021 rent due according to the Applicant's statement was £4836.30 but taking into account the precise calculation for the part month's rent increase following the FTT's Rent Determination of £425/m, the accurate figure should be £4827.50. The basis for this calculation was explained in detail during the Hearing rent paid £4273.89 PLUS a DHP payment of £404.76 and a payment of £12.03 towards arrears making a total of £4690.68 balance o/s £1603.82
- 2022 rent due £5,100 rent paid £4,677.41 plus payments to arrears of £95.90, totalling £4,773.31 balance o/s £1,930.51

Ms Fraser explained that housing benefit has been paid directly to her in the sum of around £382.19 and the Respondent had made some extra payments recently but they did not meet the monthly shortfall.

- January 2023 rent due £425 rent paid £382.19 extra pd £0
 - February 2023 rent due £425 rent paid £382.19 extra pd £20
 - March 2023 rent due £425 rent paid £345.20 extra pd £20
 - April 2023 rent due £425 rent paid £382.19 extra pd £40
 - May 2023 rent due £425 rent paid £369.86 extra pd £20
22. Ms Fraser agreed that the total arrears to date were now £2,093.89 after a small arithmetical error in her figures was sorted.
23. Ms Fraser also indicated that in another Tribunal case where the Respondent had applied for a penalty against herself as the Landlord for this Property, in particular for a penalty for failure to lodge a deposit in a tenancy deposit scheme, the Tribunal at a case management discussion had held that there was no deposit and dismissed the case. Ms Fraser put that forward in support of her claim that there had been no payment of deposit or the first 3 months' rent. Ms Morison, on behalf of the Respondent confirmed that this had been the outcome of the tenancy deposit case, but advised that it was due to a lack of evidence from the Respondent that they had submitted a deposit as she no longer had any bank records as it was so long ago. Ms Morrison advised that the Respondent still maintained she had paid a deposit and 3 months' rent in advance, although she conceded rent was due and owing in particular for the shortfall in the difference between the payment from housing benefit and the rent due since the increase in rent in 2021.
24. Ms Fraser concluded her evidence by advising that the Respondent no longer speaks to her, she feels the relationship is no longer working and it is causing her and her husband a lot of stress and affecting her mental health and relationship. She explained that this is the only property she lets out and that for years they were too nice and did not chase the rent. She advised that her mortgage on the property has increased recently and advised her monthly payment was now £390 but may go up again in October /November. She confirmed that they now wished to sell the property and that the tenancy is just not sustainable. She also found it hard to get access for inspections like a recent inspection to get the gas certificate.
25. Under questions Ms Fraser admitted that she did not send out regular rent statements advising that she was not a professional landlord and that she would send text messages to the Respondent chasing up rent payments.

When asked why she didn't raise the issue of the non-payment of the first 3 months' rent payments when Frontline Fife got involved Ms Fraser replied that if "Ms Nicholson had paid on time I might not have pursued it."

26. Ms Morison led Ms Nicholson's evidence by asking questions and started by asking if she had received the AT6 from through royal mail. Ms Nicholson advised that she could not remember receiving anything and that she was only aware of Ms Fraser claiming the first 3 months' rent were due when these tribunal proceedings were raised. With respect to the non-payment for several months in 2014 Ms Nicholson advised that the flood in the Property had caused damage to carpet and she could not live in the Property for around 5 weeks, she advised I started paying when I came back and denied that she had caused any damage to the floorboards by hammering a nail in too far.
27. With regard to the rent payments Ms Nicholson confirmed that she was aware that since the rent had been increased there was a shortfall in payments made. She then, after a short break advised that she wished to let the Tribunal know she suffered from a severe psychosis where she heard voices which cause her a lot of stress and could be threatening. She advised the voices won't shut up and that she sees a psychiatrist and has sent a doctors line to the Council but they have ignored this so far. She indicated she needed to get out of this property and that she was reluctant to mention this beforehand as she found it embarrassing and scary and hadn't wanted to say in front of her landlord. When asked why this would have an impact on her paying rent she advised "They (the voices) say that Ms Fraser doesn't deserve the money." She agreed she had been advised by Frontline Fife that she needed to make payments but advised that the voices are too prominent. The Tribunal thanked Ms Nicholson for her bravery in speaking of this personal issue.
28. Ms Nicholson advised that there had been issues with getting things repaired in the Property for instance a window taking years to repair and the shower not working but being told by the landlord it did work. She advised the relationship with the landlord had not been too bad at the start of the tenancy but they were not around a lot when things needed done. Ms Nicholson complained that she did not know how a pipe under the floor boards got damaged but denied it was her responsibility.
29. Ms Nicholson advised that her landlord had not specifically advised her how much was owing per month, and mentioned that she got mixed up in 2020 and didn't pay a month but paid that up over several months. She also noted she couldn't use the bath in the house as she could not get in and out of it physically and as the shower is in the bath she cannot use it. She advised she sent the Council a Doctor's note since 2017 and she is on a waiting list for a council house but has not heard anything and doesn't think they are interested in her physical or mental health. Ms Nicholson concluded by saying it is not comfortable for her to be in the Property and she is not comfortable with her landlord having keys.
30. Under questions Ms Nicholson confirmed that she agreed some rent was due and not paid, but denied the first 3 months had not been paid. She confirmed under questions from Ms Morison that she had been awarded discretionary housing benefit £11.78 per week from 15th May 2023 which will for one year meet the current rent weekly rent payment.

31. Ms Morison then confirmed that her concern and the main reason the Respondent is opposed to this application is that it will be very difficult for Ms Nicholson to secure private accommodation as it is in high demand locally and that Ms Morison had spoken to and received email confirmation from Fife Council which confirmed that they will consider intentionality when deciding how to prioritise support and accommodation to a tenant who becomes homeless. Ms Morison confirmed she was extremely concerned from her experience that the fact this application is based on rent arrears will lead to the council finding that the Respondent has been intentionally homeless and they will not offer her accommodation. She advised that they could try to arrange a standing order to cover arrears over time.
32. Ms Morison confirmed that Frontline Fife are a housing advice and support organisation that started working with the Respondent in 2020 in relation to the proposed rent increase, they provide advice on housing options, appeals against council decisions and representation at courts and tribunals with some advice about housing benefit.
33. Ms Fraser referred to the email lodged by Ms Morison from Ms Lesley Gill Lead Officer of Homeless Service at Fife Council dated 31st March 2023 which was lodged by Ms Morison and stated “that it (an eviction on the grounds of rent arrears) would be investigated and depending on the findings the potential outcome could be intentionally homeless.” and asked Ms Morison did that not mean it would have to be investigated and it wasn’t guaranteed that there would be a decision of intentionally homeless. Ms Morison agreed it would have to be investigated but felt that based on her experience it was likely she would be considered intentionally homeless.
34. Ms Fraser noted that the new discretionary award was only for one year and it was unlikely there would be a 3rd discretionary housing award and that Frontline Fife had told the Respondent to pay towards the shortfall but she didn’t pay. She also mentioned that some neighbours advised that the Respondent did not always stay there.
35. Ms Morison confirmed in her final remarks that although the relationship between landlord and tenant had broken down, the level of rent arrears was queried and the landlord had not complied with the pre action requirements and she had grave concerns that if the eviction was granted the Respondent would be left with no accommodation and would be homeless.
36. Ms Fraser commented that she was not a greedy landlord, but had been stupid and it had cost her mentally and financially, she also said it was causing a strain with her husband.

Findings in Fact

1. The Applicant and Respondents have entered into a tenancy of the Property for 6 months from 30th March 2009
2. The Applicant is the Landlord and the Respondent is the tenant
3. The Tenancy is an Assured Tenancy in terms of the Housing (Scotland) Act 1988.
5. The rent was £350 per calendar month at the start of the lease.
6. The rent increased to £425 per calendar month from 20th April 2021 after a determination by the Tribunal

7. The Applicant has served by recorded delivery, a Notice to quit dated 15th October 2020 advising the Respondent to leave by 30th March 2021.
8. The Applicant sent by recorded delivery an AT6 form to the Respondent at the Property address which was posted on 24th December 2021 and received on 30th December 2021 advising the Respondent an application would not be made before 1st July 2022.
9. The AT6 notice specifies that the landlord is relying on Ground 8,11 and 12 of Schedule 5 of the 1988 Act.
10. The tenant/ landlord relationship has broken down.
11. There were rent arrears of more than 3 months due at the date of the service of the AT6 and at the date of the hearing.
12. There have been delays in payment of rent since the start of the tenancy.
13. The current rent arrears amount to £2,093.89
14. The Respondent is in receipt of housing benefit which pays part of the rent and has not paid the full shortfall of the rent due since March 2021
15. The Respondent who is the tenant has not vacated the property.
16. The Respondent has been on a council waiting list for several years and finds it difficult to access showering facilities in the Property.

Reasons

1. The Tribunal accepts from the documentation submitted that the parties entered into a lease of the Property on 30th March 2009 and agreed that a rent of £350 per month should be paid. The tenancy is an assured tenancy and has continued since then on tacit relocation. The parties accept the tenancy was entered into and is ongoing. The Applicant has submitted documents showing a Notice to Quit was issued on 15th October 2020 asking the Respondent to quit the property by 30th March 2021 which is an ish date and this means the contractual tenancy has come to an end on 30th March 2021 but continued thereafter as a statutory tenancy.
2. The Applicant has also served on the tenant an AT6 notice informing her that they intend to seek possession on Ground 8, 11 and 12 of Schedule 5 of the act namely that there are rent arrears of at least 3 months both at the date of the service of the AT6 and at the date of the hearing, the tenant has persistently delayed paying rent which has become lawfully due and some rent lawfully due from the tenant is unpaid on the date on which proceedings for possession are begun.
3. The Applicants have given the Respondent 6 months' notice required at that time due to the Coronavirus (Scotland) Act 2020. The Applicant has served an s11 notice on the local authority as required by the Act. Ms Morison raised an issue with service of the AT6 on the morning of the hearing as she raised a question of the postcode noted on the certificate of posting being apparently different to the postcode for the Property. The Applicant insisted that she had posted the AT6 to the correct address. The Tribunal checked the postcode noted on the certificate of posting on the Royal Mail postcode finder and noted that the correct postcode for 61 Alison Street Kirkcaldy is KY1 1TT. The Applicant has provided a track and trace receipt which shows that the AT6 was delivered and received by "Nicholson" on 30th December 2021. On balance the

Tribunal accepted that the AT6 had been served properly as it had the correct address written on the notice and that is more likely than not to have been copied to an envelope and the Respondent has only now raised this when if she hadn't received it at all the tribunal would have expected it to be raised before now.

4. The Tribunal was therefore satisfied from this evidence that the Applicant has complied with the terms of S18 of the Act that she had ended the contractual tenancy and has served the appropriate notices and they have been received.
5. The Tribunal then considered whether the grounds were met or not. Both parties accepted that the Respondent had not paid all the rent due over the period of the lease. The Applicant provided detailed rent statements which showed the rent due and payments made for over 13 years. She was able to explain each entry and with the exception of the first 3 months payment, the Respondent did not challenge that the payments had not been paid. The Respondent did submit that they had paid the first 3 months by paying cash into the Applicants account. The Respondent did not however have any bank statement to support this. The Respondent submitted that one month missing in 2014 was withheld because she had to leave the property due to the burst pipe and that therefore she should not be due to pay that month. The Applicant submitted that the Respondent had caused the burst pipe by pushing a nail too far through the flooring and she had lodged a letter from David Gilroy who confirmed he had attended the property to deal with repair issues and who advised "Burst pipe: I lifted the floor and found a nail had punctured the copper pipe, which I believe occurred when the tenant tried moving the virgin media cable from the living room to the spare bedroom and nailed it down under the carpet which led to hitting the copper pipe and causing the water leakage."
6. The Tribunal found that all Grounds were met. Ground 11 and Ground 12 were confirmed as met by both parties as the Respondent and her representative accepted the Respondent had not paid some rent particularly after the rent was increased in April 2021 when she did not pay the shortfall between the housing benefit and the rent due. This was not disputed and indeed the Respondent advised that her illness, which she described as severe and enduring, has led to her refusal to pay the shortfall as she was following compelling voices that told her not to pay. Ground 8 could only be met if the Tribunal accepted that the first 3 months' rent had not been paid as otherwise 3 months rent would not be due at the date the AT6 was sent. The Tribunal noted the differing views of payment and noted that a Tribunal held on the 22nd May 2023 also found no deposit had been paid due to a lack of evidence of this. On balance the Tribunal found the Applicant more credible in her explanation that she did not receive the first 3 months payment, that this was probably due to a delay in the initial payment of housing benefit and that it was never then paid over to the Applicant. It is appreciated this was a long time ago and the Respondent could not show any evidence of payment, however the Applicants rent statement was detailed and in relation to the other entries she had recorded each payment including the few times there was an overpayment. Given the detail contained the Tribunal accepted that rent statement was accurate.
7. As all applications for eviction are now discretionary and require the Tribunal to decide if it would be reasonable to grant an order, the tribunal has to come to a decision on reasonableness and consider the interest of both parties. The Applicant gave her evidence in a clear and credible way and has explained why she wishes the eviction to be granted. She advised and has shown that the

tenant has not paid the full rent since 2021, that there has been a shortfall of around £41 a month for that period in addition to the previous rent arrears. The Applicant has not pursued the rent arrears to date but admitted the relationship has severely broken down between herself and the tenant.

8. The Respondent admitted she would like to move on, that she has been on the Council waiting list for many years but has had no response and that she is now finding it really difficult to get a shower as she cannot climb into the bath. She also advised that in her view she feels uncomfortable with the landlord and agrees the relationship has broken down.
9. It is noted that the Respondent had incurred arrears especially over the last 2 years when she did not pay the shortfall between the housing benefit paid directly to the landlord and the rent due. However Ms Nicholson admitted that the reason she has not paid the shortfall despite being advised to do so by her housing advisors Frontline Fife was because she has a psychotic illness and to a large extent her non-payment is due to the voices she hears.
10. Ms Morison argued that the Tribunal should not grant the order of eviction because Ms Nicholson would be at significant risk of the council finding her to be intentionally homeless and therefore not granting her support or accommodation. The Applicant advised she wishes to sell the Property, that her mortgage and other costs are increasing and this situation has caused her a lot stress and anxiety. The Tribunal noted that despite Ms Morison saying there were no pre-action letters 2 such letters dated 26th July and 2nd August were lodged with the application.
11. The Tribunal had to weigh up whether or not it would be reasonable to grant an order of eviction. Any eviction can be traumatic and worrying for a tenant, but sometimes the status quo is not tolerable for either party. The Tribunal heard that Ms Nicholson does not really want to remain in the Property she finds it uncomfortable, is not able to access the shower and showed no real intent to pay the arrears. In addition she admitted to a very serious and pervasive illness which she admitted has prevented her paying to her landlord the shortfall in rent that she acknowledges is due. The Tribunal noted that she has not made any serious offer to pay the arrears accrued. The Tribunal accepted that the Respondent was genuine in her evidence of having a serious mental illness, despite not having any medical evidence before them, that it affects her decision making and notes that given the consuming voices she hears it is unlikely she will be able to pay the landlord the arrears or in time pay any future shortfall of rent. As this is caused by illness then the Tribunal noted that the Council should take this into account in determining how to fulfil their duties to the Respondent and could affect the way they assess intentionality. Overall taking account of the fact arrears have been accruing for many years, the Respondent does find the Property unsuitable, the Applicant wishes to sell the Property and both agree their relationship is irreparably damaged the Tribunal agreed that it would be reasonable for the application to be granted.
12. However the Tribunal is mindful that further time will be needed to allow the Respondent to find another property with the help of the Council and so considers that delay in execution of the order is reasonable in the present circumstances and consistent with Rules 2 and 3 of the Procedural Rules. The Tribunal confirms that in accordance with Rule 16 A of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure

2017 (“the Procedural Rules”) there should be a delay in execution of the eviction order of 3 months.

- **Decision**

Order for possession is granted but with a delay of 3 months.

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.

Legal Member/Chair

Date: 31/05/2023