Housing and Property Chamber
First-tier Tribunal for Scotland

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 58 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/PR/25/4707

Re: Property at 10 Drumbeg Road, Bishopton, Renfrewshire, PA7 5GT ("the Property")

Parties:

Mrs Siobhan Carolan, Mr Nigel Carolan, 60 Gatehead Crescent, Bishopton, Renfrewshire, PA7 5QN; 60 Gatehead Crescent, Bishopton, PA7 5QN ("the Applicants")

Mr Jordan Jones, 17 Fulmar Road, Marske-by-the-sea, Red Car, Cleveland, TS11 8FA ("the Respondent")

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Elaine Munroe (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined to refuse the application for a Wrongful Termination Order.

Background

1. By application dated 12 October 2025 the applicants seek a wrongful termination order under section 58 of the Private Housing (Tenancies) Act 2016 ("the Act"). The applicants seek the maximum award, equal to 6 month's rent.

2. The applicants submitted *inter alia* the following documents with the application:

- Tenancy agreement
- Notice to leave
- Screenshot from Open Rent
- Email correspondence between the applicants and Western Lettings
- 2 witness statements

3. A case management discussion ("cmd") took place via teleconference on 6 May 2026. Both applicants were in attendance. The respondent was represented by Mr Gray, Gilson Gray LLP.

4. The applicants stated that they had left their former home at 10 Drumbeg Road, Bishopton, PA7 5GS after they had received a notice to leave dated 4 February 2025. The notice to leave had specified that if the applicants did not leave the property by 2 May 2025 the landlord intended to apply for an eviction order relying on ground 4 – landlord intends to live in the property, in schedule 3 of the Act. The applicants stated that the respondent had not subsequently moved into the property and they had been misled into leaving the property.

5. The respondent disputed that the applicants had been misled into ceasing to occupy the property. Mr Gray stated that the respondent had occupied the property as his principal home after the applicants moved out however, due to his employment and personal circumstances spent a considerable period of time away from the property.

6. Given the dispute on the facts of the case the Tribunal determined to fix an evidential hearing. Having canvassed views on the format of the hearing the Tribunal determined to fix a teleconference hearing.

7. In advance of the hearing the applicants lodged the following documents:
    - Additional written submissions
    - Invoice regarding cleaning services
    - Council tax notice for 2 properties
    - Photographs of the property
    - Screenshot from BBC Sport website dated 29 June 2025
    - Email correspondence with Western Lettings

8. In advance of the hearing the respondent's representative lodged the following documents:
    - Affidavit of Daniel Armstrong
    - Affidavit of Jordan Jones
    - Affidavit of Maisie Dee
    - Title Sheet
    - Scottish Landlord Register
    - Statement of Fitness to Work
    - Bank statements from March 2025 – September 2025
    - Scottish Gas bill
    - Medical records for Victoria Keegan and Sheilagh Keegan

Hearing – 7 October 2026 - teleconference

9. The applicants attended on their own behalf. The respondent attended with his solicitor, Mr Alexander, Gilson Gray LLP.

10. The Tribunal heard evidence from both applicants had the respondent. Parties were given an opportunity to cross-examine witnesses. The Tribunal ensured that the parties were provided with time to set out their position in full.

11. A summary of the evidence heard from each witness is undernoted. For the avoidance of doubt this is not a verbatim record of the evidence heard but a summary focusing on the relevant issues.

Summary of Nigel Carolan's evidence

12. Mr Carolan stated that on 4 February 2025 the applicants received notice to vacate the family home at 10 Drumbeg Road, Bishopton. He had been living there with his wife and 2 children for approximately 3 and a half years when the notice was received. The notice stated that the landlord was going to move back into the property. Mr Carolan stated that after the notice was received the family got on with finding somewhere else to live. They sourced an alternative property, at a higher rent, which they moved into on 4 March 2025. Mr Carolan stated that it was important that the family got re-settled as quickly as possible as they wanted to minimise disruption for their 2 children who both attended local schools.

13. Mr Carolan stated that he and his wife had enjoyed living at 10 Drumbeg Road and had formed good relationships with their neighbours. They were friendly with the neighbours on either side of the property and also across the road. He stated that they continue to see some of the neighbours regularly and his wife goes walking with a former neighbour in the local area.

14. Shortly after they had moved out of the property, on 7 or 8 March their former next door neighbours had informed them that a young family were moving into the property. Mr Carolan said that they had got in touch with the letting agents to query this as they had understood that the respondent would be moving in.

15. Mr Carolan stated that the applicants were told by neighbours that the respondent stayed at the property on the 14 and 15 March however apart from that the neighbours said that the respondent had not stayed at the property.

16. Mr Carolan stated that he had sought advice from Citizens Advice in relation to the fact that the respondent had not moved into the property and was advised that there was a strong case against the respondent. Mr Carolan stated that it was a matter of principle that motivated him as he felt that the respondent had misled them in the notice to leave.

17. Mr Carolan stated that the properties on Drumbeg Road were detached houses with parking in the driveway.

18. Mr Carolan stated that the impact of having to leave 10 Drumbeg Road had been very stressful. He stated that they had moved to the property when they first moved to Scotland and had started their new life there. He stated that the neighbourhood had been very safe and it had been a great upheaval to have to leave the property. He stated that the children had been at an age when it was difficult to move as routine was important. He stated that the children are settled in school and although the move was disruptive at the time, they have been able to continue at the same school.

19. Mr Carolan stated that the family left the property in an immaculate condition.

20. Mr Carolan was referred to the 2 witness statements that had been submitted by the applicants. He stated that they had not asked the witnesses to attend the hearing. He stated that he did not want to inconvenience them and have them give up time from work.

21. Mr Carolan was referred to the affidavits that had been submitted on behalf of the respondent. He stated that there was a lot of background provided in relation to the respondent's personal circumstances however he wanted to focus on facts. He stated that the property had 4 bedrooms and that whilst it was possible that the respondent had resided there at the same time as the young family, he disputed that he did. Mr Carolan also stated that the affidavit of Ms Armstrong does not say that the respondent did live in the property.

22. Mr Carolan queried the lack of documentary evidence that had been produced by the respondent. He did not dispute that council tax and bank statements had been produced however he queried why no evidence to show for example, purchases at the local shop had been produced. He stated that the bank statements showed that he was using the property as his primary property but that did not show that he was living there.

23. Mr Carolan stated that his current home is approximately 800 yards from 10 Drumbeg Road. He stated that he did not go to the property himself to check or ask the occupants who was living there.

24. Mr Carolan stated that he was aware that the respondent was at the property on 14/15 March and had moved items into the property that weekend however, there was no evidence that he was at the property at any other time.

Summary of Siobhan Carolan's evidence

25. Ms Carolan stated that when the notice to leave was received she was disappointed as she had enjoyed living at 10 Drumbeg Road. However, she had taken it at face value. She stated that during the 3 and a half years the family had lived in the property they had got to know a number of the neighbours. She stated that she was aware that the respondent had lived in the property previously. She stated that she was aware that the respondent was a professional footballer and assumed that he would be moving back to the local area. She stated that the family began looking for a new home.

26. Mrs Carolan stated that when she told neighbours that the respondent would be moving back in there was a lot of disbelief. The neighbours had lived there when the respondent previously lived in the property and did not think that he would move back.

27. She stated that after the family left 10 Drumbeg Road, the couple who lived next door told them that a young couple who had moved into the property had introduced themselves and had not mentioned the respondent moving in. Mrs Carolan stated that it was very upsetting when she was told that information and realised that the respondent was not moving back in. She stated that the emails that had been submitted showed that she had contacted Western Lettings to query why a young couple had moved into the property. She stated that they went to Citizens Advice for advice.

28. In relation to the witness statements that had been submitted, she stated that one set of neighbours live directly across the street at number 10 Drumbeg Road. They have recently become parents and she did not feel comfortable asking them to attend as witnesses. She stated that the other witness statement had been submitted by neighbours at number 6 Drumbeg Road which was a few doors down. Mrs Carolan stated that she did not ask any of the witnesses to attend as she did not feel comfortable asking them to come along due to their own personal commitments. She stated since moving out of the property she continued to see the couple who lived next door regularly and meets with another neighbour at least weekly to walk. As a result of these relationships she was receiving information after she moved out of the property. She stated that she was made aware that the respondent did attend the property shortly after they moved out. She stated that he had personalised number plates on his car so that the neighbours could easily know if it was his car at the property. She stated that her former neighbours knew how upset the family had been to leave the property. She stated that some were not keen on the respondent moving back in.

29. Mrs Carolan stated that she is seeking the maximum award as she did not want this to happen to someone else. She had hoped to make a complaint but was advised to go down the wrongful termination route.

30. Mrs Carolan stated that she felt that it was up to the respondent to show that he lived in the property, rather that for the respondents to prove that he was not. She stated that she was asking for proof that the respondent had moved into the property and that had not been provided.

31. Mrs Carolan stated that the 2 statements that had been submitted are convincing evidence that the respondent did not live in the property. She was referred to the

photographs that had been submitted. She stated that the photographs that had been taken for the purpose of reletting the property showed that it had been set up for a small family. She stated that this would support the fact that the respondent did not move into the property and it was occupied by his friend. She stated that there was no evidence that the respondent's own children had been to stay at the property which would have been expected if he had been living in the property.

32. Mrs Carolan stated that after her family had moved out she had not checked at the property herself or knocked the door to make her own enquiries and had relied on information from her friends and former neighbours.

33. Mrs Carolan queried why there had not been more documentary evidence submitted to support the respondent's position that he had moved into the property, for example proof of purchases in the local area or direct debits for other utilities.

Summary of Jordan Jones' evidence

34. Mr Jones adopted his affidavit dated 30 September 2026 as his principal evidence. He provided additional oral evidence. Mr Jones stated that he is a professional footballer. Mr Jones stated that he was sorry that the applicants felt that he had misled them however that was not the case. He stated that he moved back into the property in early March 2026. At that time he moved his personal possessions including a bed, clothes and a sofa into the property.

35. Mr Jones stated that as he was a professional footballer and had played at a local team he sought a low profile – the less people that knew he was in the property the better. He wanted a quiet home. Mr Jones stated that he had previously resided in the property however his partner and children had not stayed there are he spent a lot of time travelling and they were based in North Yorkshire.

36. Mr Jones stated that he did have a car with a personalised number plate however, he also owned another car that he sometimes used. He also sometimes took a train to Glasgow.

37. Mr Jones stated that he is a very private person and did not talk to the neighbours. He stated that when he resided in the property prior to the tenancy commencing he was frequently away due to work commitments. He stated that during the period when he moved back to the property a typical week would involve travel from North Yorkshire

where his children lived on a Monday morning to his work, in Carlisle for training. He would stay in Bishopton after training at Carlisle. He would travel back to his see his children and stay there on his day off. He would then stay in Bishopton after training on Thursday and Friday before being away from the property on Saturday and Sunday for work, and also to see his children.

38. Mr Jones stated that he had suggested to his good friend and former team mate, Mr Armstrong that he could reside in the property with his partner and young child. He stated that he knew he wouldn't be there all the time and it would be ideal for his friend.

39. He stated that the property was his main residence – he had moved his bank statements to that address. He was happy to share with his friend's family. He stated that the property was large enough to accommodate all of them comfortably.

40. Mr Jones stated that during the period when he had lived in the property he had been experiencing issues in his personal life including his mother's health. He stated that it had had been a very difficult time and he was glad to have his good friend's company.

41. Mr Jones stated that a gas bill showed that the utility was in his name. He also stated that the bank statements show he was paying for Scottish Power and council tax during the period he was living in the property.

42. Mr Jones stated that he did not ask his friend to pay anything for staying in the property however he had made 2 payments amounting to approximately £2,000.

43. Mr Jones stated that he never claimed to be in Bishopton all the time, however it was his base for a number of months. He stated that the applicants had been perfect tenants and he apologised that they felt misled. He stated that he had made efforts to try and discuss the situation with them to avoid a hearing however, this had been rejected.

Findings in fact

44. The respondent is the owner of the property.

45. Parties entered into a tenancy agreement with a commencement date of 1 July 2021.

46. Rent payable in terms of the tenancy agreement was £1,800 per calendar month.

47. A notice to leave dated 4 February 2025 was served on the applicants. The notice stated that the respondent sought to recover possession as he intended to live in the property. The notice specified that proceedings would not be raised before 1 May 2025.

48. As a result of the notice to leave the applicants moved out of the property. The applicants signed a new lease at a different property with a commencement date of 1 March 2025.

49. After they left the property the applicants continued to be in regular contact with a number of neighbours.

50. The respondent was employed as a professional footballer in Carlisle when the notice to leave was served.

51. The respondent had previously resided at 10 Drumbeg Road, Bishopton when he had been employed as a professional footballer in Glasgow.

52. In December 2024 the respondent's relationship with his partner broke down. The respondent had been residing in North Yorkshire with his partner and their 2 children.

53. After the relationship breakdown, the respondent continued to work in Carlisle. He moved into his grandmother's house, in North Yorkshire on a temporary basis. He travelled to see his children and stayed in their family home 3 days every week.

54. The respondent determined to move to 10 Drumbeg Road as his principal home as a result of the relationship breakdown.

55. The respondent had a genuine intention to reside in the property when the notice to leave was served.

56. The property is a 4 bedroom detached home.

57. The respondent's close friend and former team mate, Daniel Armstrong had been residing in accommodation provided by his football club. Mr Armstrong resided with his partner and their child.

58. Mr Armstrong was going through a period of uncertainty as he was likely to be moving to a new football club. The respondent offered to let Mr Armstrong and his family reside in the property.

59. At the start of March 2025 the respondent moved his personal possessions and some furniture including a bed and sofa into the property.

60. At the start of March, Mr Armstrong moved into the property with his partner and young child. Mr Armstrong introduced himself to the neighbours.

61. The applicants were advised by their former neighbours that a young family had moved into the property.

62. The applicants contacted the letting agents to query whether the respondent had moved into the property. The letting agents advised the applicants that the respondent stated he would be moving into the property.

63. From March 2025 until September 2025 the respondent's bank statements were issued to 10 Drumbeg Road.

64. The respondent occupied the property as his principal home from March 2025 until July 2025, albeit he spent at least 3 nights a week away from the property visiting his children. He was also frequently absent overnight due to work commitments.

65. Mr Armstrong stayed in the property with his family from mid-March 2025 until June 2025. No formal rent was charged, and no lease was signed however, Mr Armstrong paid approximately £2,000 to the respondent.

66. From 1 April 2025 the respondent paid council tax at the property.

67. The Scottish Power gas and electricity account for the property was registered in the respondent's name as at 28 September 2025.

68. The respondent reconciled with his partner on or around July 2025.

69. The respondent advertised the property for let on 15 August 2025.

70. Since August 2025 the respondent has resided with his partner and their 2 children.

Reasons for the decision

The legislation

71. Section 58 of the Private Housing (Tenancies)(Scotland) Act 2016 states:

> ***58Wrongful termination without eviction order***
>
> *(1)This section applies where a private residential tenancy has been brought to an end in accordance with section 50.*
>
> *(2)An application for a wrongful-termination order may be made to the First-tier Tribunal by a person who was immediately before the tenancy ended either the tenant or a joint tenant under the tenancy ("the former tenant").*
>
> *(3)The Tribunal may make a wrongful-termination order if it finds that the former tenant was misled into ceasing to occupy the let property by the person who was the landlord under the tenancy immediately before it was brought to an end.*
>
> *(4)In a case where two or more persons jointly were the landlord under the tenancy immediately before it ended, the reference to the landlord in subsection (3) is to any one of those persons.*

72. Section 50 provides:

> *Termination by notice to leave and tenant leaving*
>
> *(1) A tenancy which is a private residential tenancy comes to an end if—*
>
> *(a) the tenant has received a notice to leave from the landlord, and*
>
> *(b) the tenant has ceased to occupy the let property*

73. Ground 4 of Schedule 3 to the Act provides as follows

> *Landlord intends to live in property*
>
> *4(1)It is an eviction ground that the landlord intends to live in the let property.*
>
> *(2)The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if—*
>
> ***(****a)the landlord intends to occupy the let property as the landlord's only or principal home for at least 3 months, and*

(b)the Tribunal is satisfied that it is reasonable to issue an eviction order on account of that fact.

74. The applicants' position was that they had been misled by the notice to leave as the respondent had not intended to move into the property. Their position was that the respondent had not resided in the property as his principal home since their tenancy had ended.

75. It was not disputed that the property had been placed on the rental market in August 2025. The Tribunal required to assess whether the respondent had genuinely intended to reside in the property as his principal home at the date the notice to leave was served (4 February 2026).

76. The Tribunal had regard to the Upper-tier Tribunal decision in the case of *Miriam Reynolds v Gordon Henry and Patricia Henry* 2024UT45 and Combe & Robson*: A review of the first wrongful termination orders,* 2021 Jur. Rev. 88. In line with the approach in Reynolds the Tribunal considered that a wrongful termination order (WTO) should be granted if there was a not a genuine intention to live in the property at the time when the notice to leave was served.

77. The evidence submitted by the applicants in support of their position that the respondent did not have a genuine intention to reside in the property consisted of 2 witness statements provided by 2 sets of neighbour living in close proximity to the property. The applicants also sought to rely on photographs of the property at the time it was marketed for sale in August 2025.

78. The applicants had been happy in the property and had formed strong bonds with their neighbours. They would not have voluntarily left the property had a notice to leave not been served. The applicants' evidence was that the information relating to the respondent's failure to occupy the property had come from neighbours. They themselves had not attended the property to check whether the respondent had moved in.

79. In terms of the contents of the witness statements, the Tribunal noted that the statement from the neighbours at 6 Drumbeg Road, stated that the respondent had not resided in the property for "*any significant period of time".* This suggested that he had resided there for some period, albeit not a significant period.

80. The witness statement from the neighbours at 15 Drumbeg Road, Bishopton stated:

"As far as I am aware the property owner spent a maximum of one weekend in the property following the Carolan family vacating the property. The property owner also returned to the property for one night when the new tenants moved into the property— Daniel Armstrong, his partner and young child."

81. The Tribunal accorded weight to the fact that 2 separate sets of neighbours had provided statements setting out their view that the respondent had spent minimal time at the property. The Tribunal had no reason to believe they acted in bad faith however the statements were very brief and provided little specific information setting out for example, how the witnesses had arrived at their views. The Tribunal considered that is would have been helpful if the witnesses had been asked for their views as to whether it was possible that the respondent was residing in the property with his friends' family but frequently away due to personal and employment commitments. It would also have been helpful if the witnesses had set out whether they had discussed with Mr Armstrong what his status was and whether he was in fact a tenant or whether they had arrived at that view based solely on seeing Mr Armstrong and his family at the property.

82. In relation to the photographic evidence submitted by the applicants which consisted of photographs taken to market the property in August 2025, the Tribunal found this to be of limited assistance – the photographs did not demonstrate that the respondent did not reside in the property, the presence of a nursery was not disputed by the respondent and accorded with his evidence.

83. The Tribunal found the applicants to be credible and truthful, they had brought the application as a result of information received from former neighbours and after receiving advice from Citizens Advice. The Tribunal took into account that they had been upset that they had to leave the property and had been disappointed that the tenancy had ended. They had formed the view, having been advised by former neighbours that Mr Armstrong had moved in to the property as a tenancy, that the respondent had acted in bad faith and was not residing in the property.

84. The evidence submitted by the respondent consisted of his own affidavit, an affidavit from his partner, and an affidavit from Daniel Armstrong. Documentary evidence

consisted of bank statements showing payment of council tax for the property for the period from April 2025 to August 2025 and a final Scottish Power bill from September 2025. Medical reports relating to the respondent's relatives had also been submitted.

85. The respondent stated in evidence that his relationship had broken down in December 2024. This had led to his moving from the family home and ultimately to the service of a notice to leave so he could return to 10 Drumbeg Road. The applicants did not directly challenge the respondent's evidence in relation to the breakdown of the relationship. The Tribunal noted that the affidavit from the respondent's partner corroborated his evidence on this point. The Tribunal accepted that there had been a breakdown in the respondent's relationship in December 2024.

86. The Tribunal accepted that as a result of the relationship breakdown, the respondent required accommodation. He had been staying with his grandmother however, this was a temporary arrangement. The respondent's work and personal commitments meant that he was moving between the family home in North Yorkshire and Carlisle. The Tribunal required to determine whether he had a genuine intention to move to 10 Drumbeg Road as his principal home at the date the notice to leave was served.

87. In order to discern whether the intention was genuine the Tribunal had regard to the respondent's circumstances before the notice was served, i.e. his relationship breakdown and his conduct after the tenancy ended. The Tribunal considered whether the respondent had in fact satisfied the ground by occupying the property as his only or principal home for 3 months.

88. The meaning of "only or principal home" has been considered in a number of housing cases, in particular in relation to succession to a tenancy. In this context in the case of *Roxburgh District Roxburgh District Council v Collins* 1991 SLT (Sh Ct) 49 Sheriff Principal Nicholson concluded that regular or habitual residence was not a prerequisite and that the question that must be asked, in cases where regular or habitual residence is lacking, is whether on the facts of the case, the person concerned had such a real, tangible and substantial connection with the house in question that it, rather than any other place of residence, can properly be described as having been his only or principal home during the relevant period.

89. In the Upper Tribunal case *Ramsay v Johnson* 2023 UT 40, Sheriff Collins considered the phrase in a case which concerned the application of the Tenancy Deposit Schemes (Scotland) Regulations 2011. Sheriff Collins referred at paragraph 10 to *Williams v Horsham District Council* [2004] 1 WLR 1137 where it was suggested that a person's main residence will usually be the dwelling that a reasonable onlooker, with knowledge of the material facts, would regard as the person's home at the material time. He states :

> *in any event this is a fact sensitive issue in relation to which various factors may be relevant, depending on the circumstances of the particular case. And it is likely to require a comparison between the nature and extent of the occupation of the various dwellings resided in by the relevant person at the material time.*

90. In the present case the respondent's evidence was that from March to September 2025 he spent 3 days per week staying at his children's family home. He stated that during the period from March to July 2025, he was separated from his partner and she did not stay in the property when he did. He also frequently spent additional nights away from the property due to his employment playing professional football, particularly for away fixtures, when 2 additional nights might be spent away from the property.

91. The Tribunal gave considerable weight to the documentary evidence that had been submitted by the respondent – this showed that he had used the property for the purpose of his bank statements, and had paid council tax and utility bills after the applicants moved out. These were all indicators that the property was the respondent's only or principal home for a period after the applicants moved out. The applicants had raised in their submissions that more documentary evidence should have been provided, for example evidence of purchases in the local area. The Tribunal considered that would have been of assistance to the respondent, nevertheless the documentary evidence was objective evidence in the respondent's favour.

92. The Tribunal noted that the applicants and their former neighbours had been surprised when Mr Armstrong had moved into the property. They assumed that as a result the respondent was not residing in the property. The Tribunal took into account Mr Armstrong's affidavit and the respondent's evidence and determined that as close friends, the property was large enough to accommodate Mr Armstrong's small family and the respondent. As good friends it was possible that they had agreed to share the

property. The Tribunal considered that Mr Armstrong's affidavit could have been clearer on whether the respondent resided at the property with him - it stated, *"Jordan made it clear to me that 10 Drumbeg Road would remain his residence, but that he would be spending a minimum of three days per week at home due to his responsibilities of taking care of his children and his mother's deteriorating health*". However, taking both the respondents and Mr Armstrong's affidavits as a whole the Tribunal accepted the respondent's evidence that there had been an agreement with his friend that his family could stay in his home, pending a change in his professional arrangements.

93. The Tribunal accepted the respondent's evidence that the period from December 2024 until July 2025 had been a turbulent one in his personal life due to his mother's health conditions, his relationship status and his ongoing professional commitments. The Tribunal took into account that the nature of relationships can fluctuate and accepted that there was a reconciliation between the respondent and his partner on or around July 2025. That did not mean that there had not been a genuine intention to occupy the property when the notice to leave was served.

94. The respondent's evidence that he had resided in the property was supported by his partner's affidavit confirming the dates that the relationship had broken down in December 2024 and the subsequent reconciliation on or around July 2025.

95. The applicants' evidence relied almost entirely on 2 witness statements from neighbours that were brief and lacked detail. Both statements indicated that the respondent had been at the property, albeit they stated that he had not resided at the property.

96. In light of the evidence before it the Tribunal determined that on the balance of probabilities at the date the notice to leave was served the respondent had a genuine intention to occupy the property as his only or principal home.

97. For these reasons the Tribunal is not satisfied that the applicants had been misled into leaving their home and the present application is refused

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: 7 October 2026**