



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

Chamber Ref: FTS/HPC/PR/24/0430

Re: Property at 0/2 14 CORNWALL STREET, GLASGOW, G41 1AQ (“the Property”)

Parties:

MR ANDREW ROSS, 1/4 19 BARRLAND STREET, GLASGOW, G41 1QH (“the Applicant”)

MRS DONG MEI LIU, 4 PRIORWOOD GARDENS, GLASGOW, G13 1GD (“the Respondent”)

Tribunal Members:

Virgil Crawford (Legal Member) and Janine Green (Ordinary Member)

BACKGROUND

1. The Applicant previously rented the Property from the Respondent.
2. Following a notice to leave being served on the Applicant he vacated the Property. The Notice to Leave intimated that a member of the Respondent’s family intended to reside in the Property.
3. The Respondent’s relative never moved into the Property and it was subsequently marketed for let, the rent sought being significantly higher than the rent previously being paid by the Applicant.
4. The Applicant presented an application to the Tribunal seeking compensation for wrongful eviction.

CASE MANAGEMENT DISCUSSION ON 17 JUNE 2024

5. A case management discussion was held on 17th June 2024. The Applicant advised that, during 2023, attempts were made by the Respondent to

increase the rent for the Property. The increase sought was greater than the rent cap then in place. The rent being paid was £750.00 per month. The Respondent sought to increase the rent to £850.00 per month (13%). The Applicant provided screenshots of messages between the Parties, dated 6 April 2024, in which it is suggested the rent would require to be increased by £100.00 due to mortgage rates increasing. The Applicant objected, pointing to the rent cap then in place restricting rent increases to 3% (£22.50). The rent was not increased at that time.

6. Subsequently, during September 2023, the Respondent again sought to increase the rent. The Applicant again objected to an increase of £100.00 per month, instead stating he would start making rental payments of £772.50 per month. He was then served with a Notice to Leave. The Notice to Leave was dated 4 October 2023 and requested vacant possession as at 30 December 2023. The ground of eviction was stated to be that a member of the landlord's family intended to live in the Property, that being her daughter. The Notice to Leave stated ***"my daughter has finished university in Edinburgh and is looking to move back to Glasgow"***.
7. In compliance with the Notice to Leave the Applicant vacated the Property on 30 November 2023. The Property was subsequently marketed for let during January 2024.
8. The Property was marketed for let at a rent higher than that being paid by the Applicant when he was in occupation.
9. The Respondent, via her son, who was acting as her representative, submitted representations to the Tribunal. The representations suggested that the Respondent's daughter had been studying medicine at Edinburgh University for a period of six years. She intended taking a gap year and residing in Glasgow during that. A Notice to Leave was served, the Applicant thereafter giving notice that he intended vacating the premises on 30 November 2023. The Property was thereafter kept empty in preparation for the Respondent's daughter moving into it.
10. The Respondent's daughter, however, thereafter accepted a medical placement in Birmingham and did not move into the Property. The Respondent, while considering her daughter's options, decided to involve an estate agent in marketing the Property. It was ultimately rented out on 20 April 2024.
11. At the Case Management Discussion there was, clearly, a dispute between the Parties. The Applicant is of the view that the Respondent issued a Notice to Leave with a view to having him removed from the Property under a pretence that her daughter intended to reside within it whereas the Property was, instead, quickly marketed for let thereafter with an increased rent.
12. The Respondent's representative was of the view that the factual position was different and had been substantiated by documentation he had submitted to

the Tribunal. It was intended that the Respondent's daughter would occupy the Property, but that changed after she accepted a placement in Birmingham.

13. Where the truth lies required to be determined by the Tribunal and, for that to be done, a hearing was required. Accordingly, a hearing was assigned.
14. Parties were advised that prior to the hearing they were entitled to lodge further documents and/or written submissions in support of their position. Parties were advised that witnesses may be called on their behalf. In the event that witnesses were to be called Parties should provide a list of witnesses to the Tribunal at least 14 days in advance of any Hearing to be assigned.
15. The Respondent's representative sought guidance in relation to what information or documentation should be lodged in support of the Respondent's position. The Tribunal made it clear that it was not for the Tribunal to give advice. The Tribunal required to remain impartial of the Parties. Parties were reminded that they are entitled to seek advice elsewhere and the decision as to what information or documentation is provided or which witnesses are called, is for the Parties themselves rather than the Tribunal.

HEARING ON 10 JANUARY 2025

16. The Applicant participated personally in the hearing. The Respondent was again represented by her son, Mr Ken Liu. A witness, Miss Kim Liu was in attendance also to give evidence on behalf of the Respondent.
17. The evidence considered by the Tribunal consisted of documentation and written submissions previously submitted by the parties and oral evidence given at the hearing by Miss Kim Liu.

Documentary evidence

18. The written documentation presented by the Applicant contained and indicated the following:-
 - a) During 2023 there was a request by the Respondent to increase the rent for the Property. Mr Ross objected to that pointing out there was a statutory rent cap in place. A series of text messages between the parties was produced in relation to this exchange.
 - b) In September 2023 a text message dated 27th September 2023 was sent by Mr Ross to the Respondent stating that the appropriate procedure has not been followed to increase rent but, as a gesture of good will, he was willing to increase the rent by £22.50.
 - c) Within a week of that text, a notice to leave was served on the Applicant stating the Respondent wished vacant possession to enable a member of her family to occupy the Property.
 - d) The Applicant vacated the premises. Within a period 6 weeks he noted the Property was being marketed for let at a significantly higher rent

than he had been paying. Documentation in support of the marketing of the Property was provided.

Oral Evidence

19. The Tribunal enquired of Mr Liu whether he intended to give evidence personally or whether his intention was only to lead evidence from Kim Liu. He confirmed that it was his intention to lead evidence from Kim Liu and also referred to submissions and documentation previously presented to the Tribunal by him.
20. Kim Seng Ming Liu, born 9th August 2000 and residing in Birmingham thereafter gave evidence. Evidence of Miss Liu was taken by way of examination by Mr Liu and thereafter by examination by Mr Ross and the Tribunal. When being examined by Mr Liu the witness stated the following:-
- a) During September 2023 she intended moving into the Property as, following her graduation, she was unsure if she wished to continue with plans to be a doctor and was considering taking a gap year.
 - b) She was wishing to move back to Glasgow to move closer to her parents and was intending to take a gap year.
 - c) As the months moved on, she changed her mind and decided she did not wish to remain in Scotland for a medical placement as she could not be guaranteed a post in Glasgow and she chose London as her preferred option as she had family and friends there.
 - d) She graduated from medical school and is now a doctor.
21. Upon being questioned by the Tribunal and the Applicant Miss Liu advised the following:-
- a) She started university in September 2018.
 - b) The course was six years long. She graduated in July 2024.
 - c) She studied at Edinburgh University.
 - d) She completed the course at Edinburgh University.
 - e) The first two years of the course were university based. Once in the clinical years it consisted of placement in various hospitals as well as submitting written papers. The placements began at the end of her second year but then the COVID pandemic prevented placements. As a result, in the third year there were not any placements but they began again at the start of fourth year, during 2021.
 - f) In her fourth year her placements were in various establishments in and around Edinburgh.
 - g) In her fifth year she had placements at Wishaw General Hospital, the Western General Hospital in Edinburgh and the Royal Infirmary in Edinburgh.
 - h) In her sixth year her placements were Edinburgh based.
 - i) When she was doing her placements in Edinburgh she commuted from her accommodation in Edinburgh. When she was in Wishaw she was provided with accommodation there but sometimes would live some of the time in Glasgow. During her time at University she was based in

Scotland, principally in Edinburgh, that being between 2018 and 2024' although during Covid she returned back home to Glasgow.

- j) When asked when her intended gap year was, she advised it was after she graduated medical school. That was in July 2024. In relation to her applications for placements following her graduation, the "application window" opened in September 2023 but final decisions were not made until February 2024. She applied in September 2023 stating her first choice for placements to be Scotland.
- k) There are 18 deaneries in the UK. Scotland was a single deanery. While she was ideally wishing a placement in Glasgow, she could have been placed anywhere in Scotland.
- l) She submitted her final application, with London as her top choice, on 14th February 2024. She did not, however, end up going to London because the placement system is a "lottery".
- m) When asked why, if she made her final choice in February 2024, she did not move into the Property on 1st January 2024, as previously suggested, she explained she was still sitting her final exams in Edinburgh and required to remain in Edinburgh as a result.
- n) Between February 2024, when she made her final placement application, and July 2024, when she graduated, she explained she was allocated her placement on March 7th 2024, being allocated West Midlands North and decided to accept that placement, relocating there.
- o) Between June and September 2023 she had hoped, following her university course being completed and when she then received a medical placement, to be staying in Glasgow but around October/November 2023 she realised that Scotland was perhaps not her best choice given how large the placement area was – the whole of Scotland – so she started considering London at that time.
- p) At the start of her final year she had been considering a gap year as she was not sure if she wished to continue with a career as a doctor and she may have considered other career opportunities. She was considering perhaps becoming involved in the pharmaceutical side of medicine and was also wishing to take some time off after her studies. Ultimately, however, she decided to continue with a career as a doctor and not to take a gap year.
- q) When the Tribunal enquired as to whether she ever had a genuine intention to occupy the Property with effect from 1st January 2024, the witness responded that, if the tenant had moved out, she would have moved in then. When it was pointed out that the tenant had, indeed, already vacated the Property at that time, the witness stated that she did not move in because she was still doing her final exams in Edinburgh at that time. She then advised that she was "still deciding" as she was doing her exams and she thinks her mum, the Respondent was thinking about doing renovations at the Property.
- r) When pressed on the matter as to whether there was an intention for her to move into the Property on 1st January 2024 she stated "initially I did decide but I did not in the end". When the Tribunal asked a question ***"The suggestion that you intended moving into the***

Property on 1st January 2024 is wrong then?” the witness’ response was **“Yes”**.

- s) After her examinations were finished she moved “back home” to her mother’s home and then went travelling “for a bit”. She explained she spent 3 weeks at her mother’s after her exams, she then required to return to Edinburgh for a period, she then went travelling for a period and spent some further time at her mother’s before moving to Birmingham. She moved to Birmingham in mid July 2024 as she required to start work there at the end of July 2024.
- t) She explained that, at the start of her last year at University, students were advised to make plans for the end of that year. She asked her parents if she would be able to live in “one of the properties” if she moved back to Glasgow. She believes her parents have two properties.
- u) When asked about her mother’s other properties and where they were situated, Miss Liu stated she preferred the Kinning Park property as it was closer to the hospital in case she had to commute. In relation to her parents’ other property she was only aware that it was somewhere on the south side of Glasgow.
- v) In relation to her suggestion that the property in Kinning Park would be better for commuting to hospital, she advised that, if she was placed in a hospital in Glasgow, she did not know which one it would be. Most junior doctors are placed in either the Queen Elixabeth Hospital or the Royal Infirmary.
- w) When asked why this property – the one in Kinning Park - was selected for her to reside in rather than the other property owned by her parents, she advised that this property was “more central”. She was unable to explain, however, how she could say that when she claimed not to know where the other property was situated. Ultimately, she stated that her parents told her the Kinning Park property was better and she was simply restating what her parents had told her.
- x) Miss Liu was read the terms of the Notice to Leave served upon the Applicant. The Notice to Leave stated that ***“my daughter has finished university”*** Miss Liu confirmed that statement was incorrect. At the time the Notice to Leave was served she was still studying at university in Edinburgh.
- y) When asked by the Applicant to clarify when she made her decision not to seek a medical placement in Glasgow, she confirmed that she made the decision initially during October or November 2023 but made her final decision in February 2024 when she required to make her final placing request.

SUBMISSIONS

Mr Liu

22. In making submissions to the Tribunal Mr Liu advised that his sister was not really involved in the decision to serve a Notice to Leave nor the selection of the property in Kinning Park. She conveyed a desire to live in Glasgow. The

Respondent rents out two properties in Glasgow, the current property and another property in the Hamiltonhill area of Glasgow.

23. In relation to the selection of the Kinning Park property he believes that it is a 2 bedroomed property and he “thinks that factored into” the decision. He believes the property in Hamiltonhill is a 3 bedroomed property. He also thinks Kinning Park is closer to an underground station so has better transport links than the other property. He “thinks” that is what his parents were thinking. When clarification of that point was sought, on the basis the Tribunal prefers not to proceed on the basis of speculation, he conceded he did not really know what his parents were thinking.
24. In relation to an exchange of text messages during September 2023 in which it was suggested to the Applicant that the Respondent wished to increase the rent by £100.00 per month, with Mr Ross pointing out that there was a rent cap in place, and that no rent increase notice had been served, Mr Liu confirmed that there had been a discussion with a view to increasing the rent during September 2023.
25. Within a week of that text exchange a Notice to Leave was served. Mr Liu suggested the Notice to Leave was served after his sister had stated she wished to return to Glasgow. Her evidence, however, stated that she first suggested that during August 2023 but there was still a proposal to increase the rent thereafter.
26. In relation to the documentary evidence submitted which confirmed the Property was marketed for let during January 2024, Mr Liu suggested that this was done simply to “gauge interest” in the Property. He suggested that there had been offers to rent the Property which had been rejected but he was not in a position to provide any of those to the Tribunal. The Property was ultimately rented out in April with a monthly rent of £850.00 per calendar month.
27. At the time the tenancy ended, the monthly rent payable was £772.50.
28. Mr Liu advised that initially they believed they would be able to obtain a monthly rental of £900.00 to £950.00 for the Property. The offers which came in, however, were for lower than that.
29. Mr Liu was unable to give any explanation as to why the Applicant was not advised that Miss Liu had started changing her mind about living in Glasgow. He suggested that his sister changed her mind after Mr Liu had vacated the Property. The Applicant, however, vacated the Property on 30th November 2023 whereas Miss Liu gave evidence that she started changing her mind in October/November 2023. Mr Liu submitted that it was not reasonable to

expect the Respondent to “keep updating Mr Ross” as to his sister’s intentions. He did not consider that to be reasonable. There was no clear decision by his sister.

30. He then suggested that he believed that, if Mr Ross had been advised that his sister may be changing her mind, the Notice to Leave would no longer be valid. If a further Notice to Leave required to be served they would need to give a further six months notice. This is despite the fact that six months notice was not required and, in relation to the notice which was served, it was served on 4th October 2023 requiring vacant possession as at 30th December 2023, a period of less than 3 months.
31. Mr Liu suggested that the Respondent was willing to allow Mr Ross to continue to reside in the Property until March but he left on 30th November “of his own choosing”.
32. Mr Liu had forwarded an e mail to the Tribunal on 28th May 2024 in which he stated that recovery of possession was sought on 30th December 2023 to allow his sister to occupy the Property with effect from 1st January 2024. He conceded, however, that that was, in fact, incorrect as his sister did not intend to occupy the Property with effect from 1st January 2024. He stated “our intention was to have her move in following her graduation but we wanted to take it back earlier”.
33. In the same email to the Tribunal, from Mr Liu, advised that the Applicant had been made aware of the intention of Miss Liu’s sister to occupy the Property by way of emails dated 20th and 27th September 2023. He was unable to explain why, if there was an intention to recover possession, intimated to the Applicant by emails dated 20th and 27th September 2023, there was then a discussion on 26th September 2023 about the rent being increased.

The Applicant

34. Mr Ross submitted to the Tribunal that the Property was marketed for rent on 14th January 2024. He is aware of that as the Property is on his running route and he seen a “To Let” sign in the Property on that date. He also noted thereafter that the monthly rental sought was reduced during March 2024.

FINDINGS IN FACT

35. The Tribunal found the following facts to be established:-
 - a) The Applicant previously rented the Property from the Respondent.
 - b) Rent was payable at a rate of £750.00 per month. During April 2023 the Respondent forwarded a text message to the Applicant stating she wished to increase the rent by £100.00 per month.
 - c) The Applicant requested the rent increase be delayed.
 - d) During September 2023, the Respondent again requested that the rent be increased by £100.00 per month. The Applicant did not agree to that

- pointing out a statutory rent cap was in place and the maximum amount the rent could be increased was £22.50.
- e) On 27th September 2023 the Applicant intimated he was willing to increase the rent to £772.50 per month.
 - f) On 4th October 2023 a Notice to Leave was served upon the Applicant. The Notice to Leave requested vacant possession on the basis a member of landlord's family intends to live in the Property. The Notice to Leave stated "my daughter has finished university in Edinburgh and is looking to move back to Glasgow".
 - g) The Respondents daughter, Kim Liu, was studying medicine at Edinburgh university. As at the date of the Notice to Leave the Respondent's daughter had not finished university. She was in her final year. Her final year examinations did not conclude until Spring 2024. She did not graduate until July 2024.
 - h) The Respondent's daughter never occupied the Property.
 - i) The ground of eviction stated in the Notice to Leave was false.
 - j) The Applicant was misled by the Respondent into terminating the tenancy.
 - k) The Property was marketed for let during January 2024, the rent being sought being significantly higher than the rent being paid by the Applicant at the termination of the tenancy.
 - l) The Property was subsequently let to another party during April 2024, at a rent significantly higher than that being paid by the Applicant at the termination of the tenancy.
 - m) The Applicant was misled into terminating the tenancy.
 - n) The eviction of the Applicant was wrongful.

DISCUSSION

36. The Tribunal had little difficulty in concluding that there had been an unlawful eviction.
37. From the evidence presented to the Tribunal there can be no dispute that the Respondent sought to increase the monthly rent of the Property during September 2023. The rent increase sought at that time was £100.00 per month. The Applicant, clearly, was aware of his legal rights and the rent cap which was in place at the time and advised that the rent could not be increased to that extent.
38. Within a very short space of time a Notice to Leave was served with the ground of eviction being that a member of the Landlord's family intended to occupy the Property. The Notice to Leave stated that the family member had completed her university studies and intended to reside in the Property.
39. From the evidence heard from Miss Liu, it is clear that the information contained within the Notice to Leave was, quite simply, incorrect. She had not completed her university studies. She was, in fact, still in her final year at that

stage. Her studies did not conclude until Spring 2024 and she did not graduate until later that year.

40. Miss Liu also confirmed that she never had an intention occupy the Property with effect from 1st January 2024. At that time, during January 2024, she was still required to complete examinations at university which required her to be in Edinburgh. Her intention thereafter was to spend time at the family home, to go travelling and thereafter to spend more time with the family.
41. The evidence of Miss Liu stated that, during August 2023, at the start of her final year of university, she considered moving back to Glasgow at the end of her university studies and, perhaps, taking a year out. She began changing her mind, however, in October/November 2023, prior to the Applicant vacating the premises.
42. The evidence of Miss Liu was unreliable to the extent that, in material respects, it was incredible. While the Tribunal had no difficulty in accepting her evidence about the date she started and finished her university studies, and the dates of her final examinations in 2024, the rest of her evidence was riddled with inconsistencies. While she stated she was wishing to occupy the Property with a view to taking a year out, she also stated that she was wishing this particular property because it was close to “the hospital” and easier for commuting. If she was taking a year out, the proximity of the Property to a hospital would be of no relevance.
43. Separately, however, Miss Liu was unaware as to which hospital she may be placed in when her studies were finished. In the circumstances, the Tribunal had difficulty in accepting her suggestion that this particular property was selected for her to reside in because of the easier commute it would provide to “the hospital”.
44. Separately, Miss Liu stated, and it was confirmed by her brother, the Respondents representative, that her parents had another rental property in Glasgow. She was entirely unaware as to where this property was. She believed it was in the south side of Glasgow somewhere. Given, however, that she did not know where this other property was, the Tribunal could not reconcile her lack of knowledge in that regard with her positive assertion that the property in Kinning Park provided an easier commute to the hospital, particularly when she did not know whether she would be placed in a hospital in Glasgow and, if she was, which hospital that would be.
45. Miss Liu’s suggestion that the other property let by her parents was in the south side of Glasgow was thereafter contradicted by her brother, the Respondent’s representative, who confirmed that the other property was, in fact, in the Hamiltonhill area in the north of the city.

46. On the basis of Miss Liu's evidence, she apparently suggested in August 2023 that she would wish to return to Glasgow once her studies were finished. It is clear, however, that her university studies would not be completed until at least the Spring of 2024. That is difficult to reconcile with the terms of the Notice to Leave which indicated that she had completed her university studies and wished to occupy the Property with effect from 1st January 2024.
47. Miss Liu conceded that the terms of the Notice to Leave were, quite simply, incorrect, pointing out that she was not responsible for the terms of the notice. It is clear, however, that the terms of the notice did not accord with the factual position in relation to her university studies and her need to remain within Edinburgh until Spring 2024.
48. In relation to the timing of the Notice to Leave, the Tribunal had great difficulty in accepting the submission from Mr Liu that this was served as a result of Kim Liu stating that she wished to return to Glasgow to occupy the Property.
- Firstly, from the evidence of Miss Liu, she appears to have intimated that intention to her family during August 2023.
 - Secondly however, if it was the intention to serve a Notice to Leave, the Tribunal had difficulty in understanding why, during September 2023, there was a request to increase the rent.
 - Thirdly, the Tribunal did not accept that the service of the Notice to Leave approximately, one week after the Applicant refused to increase the rent to the extent requested, was related to the alleged intentions of Miss Liu which were apparently known in August, rather than due to a desire to increase the rent beyond what was lawful at the time.
 - Fourthly, the marketing of the Property for let during January 2024, with it being marketed for rent in the region of £900.00 - £950.00 per calendar month, with the Property ultimately being let at a monthly rental of £850.00 per calendar month confirmed both that, before Miss Liu even completed her university exams, attempts were being made by the Respondent to let the Property and that the rent sought was consistent with the desire to obtain increased rental payments for the Property.
49. It appeared clear that Miss Liu was attempting to give evidence which fitted with the suggestion of the Respondent that vacant possession of the Property was required for her benefit, despite her own evidence making it clear that, in reality, she had no intention of occupying the Property. Despite her parents having more than one property rented by them, the decision as to which property was selected for her was not taken by her but by her parents. She was clearly speculating in relation to transport links to an unknown hospital in which she may or may not have been placed and in relation to the more central location of this Property as opposed to the other property rented by her parents, the location of which she did not know.

50. Miss Liu was clearly attempting to give evidence which supported the Respondent, her mother, but her evidence left the Tribunal in no doubt that the basis upon which the Notice to Leave was served was a false one.
51. The submissions previously lodged by Mr Liu, on behalf of the Respondent, and the oral submissions made by him at the hearing, served only to confirm the view of the Tribunal that the purported basis for the eviction of the Applicant was a false one. Mr Liu himself, it would seem, was clearly aware of the difficulties presented by the evidence of Miss Liu. He submitted that she was not involved in the decision to serve a Notice to Leave. He submitted that she had played no part in the decision of which property her parents would make available for her. He speculated himself that the Kinning Park property was chosen because it was a two bedroomed property whereas he believed the other property was perhaps a 3 bedroomed property. It is clear, however, that he did not know the size of the other property.
52. When being asked to address the Tribunal in relation to the evidence of his sister, particularly in relation to her evidence that she began changing her mind in October/November 2023 about coming to Glasgow, he suggested that her change of mind was later than that, despite Miss Liu's clear evidence, and separately suggested that it was not reasonable to keep the Applicant advised of the change of plans of his sister, but could provide no good reason for that.
53. Mr Liu submitted to the Tribunal that the Applicant, in fact, left the Property "of his own choosing", seeking to have the Tribunal disregard the fact that a Notice to Leave was served and that the Applicant vacated the Property in response to the Notice to Leave served upon him.
54. The coincidence of timing of the dispute in relation to a rent increase and the service of the Notice to Leave was difficult for the Tribunal to overlook. The lack of coincidence between the apparent decision of Miss Liu to return to Glasgow to reside, that decision apparently having been made by her in August 2023, with a delay in the serving of a Notice to Leave thereafter until October 2023 is again something the Tribunal was unable to overlook. If Miss Liu had indicated an intention to return to Glasgow to live in the Property during August 2023, why would it thereafter take two months for a Notice to Leave to be served? Why would there thereafter be an attempt to increase the rent when the Respondent was intending to terminate the tenancy? Why would the Notice to Leave suggest that Miss Liu intended to occupy the Property with affect from 1st January 2024 when, clearly, she was still sitting university exams in Edinburgh and required to be residing in Edinburgh throughout January 2024?
55. The information provided to the Tribunal by the Applicant is that he vacated the premises only because a Notice to Leave had been served upon him. Had

he been made aware that Miss Liu did not intend to occupy the Property he would not have vacated the Property.

56. In all the circumstances, the Tribunal had no hesitation in finding that the purported basis for the eviction of the Respondent was false. Accordingly, the Tribunal had no hesitation in finding that there had been an unlawful eviction.
57. Having regard to the same, the Tribunal considered this to be a blatant example of an unlawful eviction. A Notice to Leave was served very shortly after a dispute in relation to a rent increase. The information contained within the Notice to Leave was false. Within a very short period of time after the Applicant had vacated the Property, the Property was marketed for rent with a monthly rent being sought significantly in excess of that which was being paid by the Applicant. The Property was ultimately let for a monthly rent equivalent to the amount to which the Respondent was seeking to have the rent increased during September 2023.
58. The Tribunal did not accept as credible the suggestion that the marketing of the Property for let during January 2024 was simply to “gauge interest” in the Property. The Property remained marketed throughout, until it was let. The monthly rent sought was reduced during March 2024 prior to the Property eventually being let during April 2024.
59. The evidence of Miss Liu, at different points, suggested that she intended to return to Glasgow to live in the Property, she intended returning to Glasgow for a number of weeks, going travelling and thereafter returning to her parents, that she intended taking a year out following her university studies, that she was seeking a placement in a hospital in Scotland but thereafter changed her mind as to her preference, deciding that she would prefer to be placed in a hospital in London, it being clear then that she intended neither taking a year out nor residing permanently in Glasgow.
60. In the circumstances, having regard to the view reached by the Tribunal on the basis of the evidence before it, the Tribunal had little difficulty in concluding that the maximum compensation available should be awarded. In the circumstances, the Tribunal made an order for payment in the sum of £4,635.00, that being six times the monthly rent, the monthly rent at the termination of the tenancy being £772.50 per month.
61. Mr Liu was asked if a time to pay direction was sought. After the Tribunal was addressed on that matter, a period of six months was allowed for payment in full.

DECISION

The Applicant was unlawfully evicted from the Property by the Respondent.

The Tribunal granted an order against the Respondent for payment of the undernoted sum of FOUR THOUSAND SIX HUNDRED AND THIRTY FIVE POUNDS (£4,635.00) STERLING to the Applicant, said sum to be paid within 6 months from the date of intimation of the order.

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.

V Crawford

10 January 2025
