



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/24/3986

Re: Property at 2/1 3 Manse Brae, Glasgow, G44 5UG (“the Property”)

Parties:

Mrs Joanna Ollikainen, Dr Iiris Karoliina Ollikainen, Saimaankatu 60a 21, 15140 Lahti, Finland, Finland; Saimaankatu, 60a 21 15140, Lahti, Finland (“the Applicant”)

Mrs Mary Boyle-Mora, 30 Fairfax Avenue, Glasgow, G44 5AL (“the Respondent”)

Tribunal Members:

Nairn Young (Legal Member) and Gordon Laurie (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

- **Background**
 1. This is an application for a wrongful-termination order, without an eviction order having been granted, on the alleged basis that the Applicants were misled into leaving the Property, which they let from the Respondent in terms of a private residential tenancy. It called for a hearing at 10am on 6 October 2025, by video conference. The Applicants were on the line in-person, as was the Respondent.

2. The Respondent's husband, Mr Frank Mora, was also on the call, sharing a screen with her. He was initially described as her representative; but, as he had direct knowledge of the events that were relevant to the case, and given the decisions that formed the central issue in the case were jointly made by him and his wife, he tended more towards giving evidence, rather than merely asking questions or making submissions on her behalf. There was little (if any) dispute on the fundamental facts of this case, and with a view to dealing with matters flexibly and without undue formality, the Tribunal allowed some latitude in this, in order to allow it to hear both parties' positions fully. There was no objection from the Applicants to this approach.
 3. The Applicants' position is that they were given a notice to leave on 29 April 2024 by the Respondent, indicating that she intended to rely on Ground 4 of Schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016 ('the Act') in any application for an eviction order to follow. That ground is that the landlord intends to live in the let property. Following their vacating the Property, on 6 August 2024, the Applicants discovered it was listed for sale on 20 August 2024.
 4. Put short, the Respondent states that she did intend to live in the Property when the notice to leave was served, and at the point the Applicants vacated the Property; but that that position changed after the Applicants had left.
- Findings in Fact
5. The Applicants occupied the Property in terms of a private residential tenancy agreement with the Respondent, with a start date of 2 September 2020.
 6. In late 2023, the Respondent and her husband, planning for their retirement, decided they wished to sell their principal residence, and move to a bungalow in the area of Old Cathcart, in Glasgow. They were advised that such properties only come to market rarely: possibly every year to two years. They therefore decided to move to the Property, following sale of their principal residence, until they were in a position to secure and move into such a

bungalow. They believed they would be living in the Property for at least 3 months.

7. On that basis, the Respondent sent a notice to leave, via her agents, to the Applicants on 29 April 2024, indicating that she intended to rely on Ground 4 of Schedule 3 to the Act in any application for an eviction order to follow.
8. By that time, the Applicants' young son, was also living at the Property with them. He had been enrolled in a specific kindergarten in Glasgow and was due to start there in January 2025.
9. On service of the notice to leave, the Applicants attempted to secure appropriate alternative accommodation in the Glasgow area; but, after little success, and in consideration of the cost of moving, they decided instead to bring forward by a couple of years a plan they already had to move to Finland. They made that decision, and ultimately followed through on it, in the belief that the Respondent intended to occupy the Property, on the basis set out in the notice to leave.
10. The first-named Applicant was enrolled on an Open University course, which she had to drop out of.
11. In June 2024, the Respondent and her husband found a prospective buyer for their principal residence, with an indicative date of entry of mid-August the same year.
12. The notice period expired on 24 July 2024. The parties agreed further time for the Applicants to arrange their departure, to 6 August 2024. Arranging an international move, particularly with a young son, was a stressful and upsetting experience for the Applicants.
13. On 2 August 2024, the Respondent and her husband were informed that a bungalow of the type they were interested in had come on the market. They

went to view it on 3 August 2024. They decided to put in an offer on it and were told it was going to a closing date on 8 August 2024.

14. At that point in time, they maintained an intention to move into the Property as their only or principal home for at least 3 months. They did not consider it very likely that they would be successful in their bid for the bungalow; but, even if they were, they expected, with the usual legal and practical arrangements that are required to conclude the sale, and with time to redecorate, it would be longer than 3 months before they would be in a position to occupy it.
15. The Applicants left the Property on 6 August 2024, terminating the tenancy.
16. On 7 August 2024, the Respondent's husband began a process of moving them into the Property gradually. This was in part because he was cleaning and redecorating the Property; but also because he and the Respondent had two elderly dogs who needed to be given an opportunity to become accustomed to it. He purchased and moved in an airbed, to allow him to stay overnight, on occasion.
17. On 8 August 2024, the Respondent and her husband's offer on the bungalow was accepted. They were told the transaction would be likely to settle at some point in October 2024.
18. From 14 August 2024, the Respondent and her husband arranged for the larger items of their moveable property to be kept in storage. They no longer saw any point in moving it into the Property, which is up two flights of stairs, only to move again in a matter of months.
19. In the meantime, the Respondent's husband had stayed at the Property overnight on a few occasions; but the dogs were not settling well there. They were toileting themselves all over the flat and required to be carried up and down stairs frequently to be taken outside. On or around 17 August 2024, the Respondent and her husband came to the conclusion that moving to the Property was not going to work and decided to make other living arrangements following completion of the sale of their principal home.

20. The Property was listed for sale on 20 August 2024.

21. The Respondent and her husband settled the transaction in relation to their principal home on 22 August 2024. They lived between their son's house in Glasgow and a family home in Ireland for some months. The purchase of the bungalow they had successfully bid on fell through in September 2024; but they were ultimately successful in securing another property in January 2025.

- Relevant Law

22. Section 58 of the Act reads, so far as is relevant, as follows:

“(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.”

23. Ground 4 of Schedule 3 to the Act was the ground that the Respondent relied on in the notice to leave. That ground reads:

“4 Landlord intends to live in property

(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,

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

- Discussion and Decision

24. The Applicants in this case were taken by surprise when they were served with a notice to leave the Property and were understandably upset at having to leave it, when they had intended to stay there until their child was of school age. They suspected that they were really being made to leave because they had reported a fault with a washing machine a matter of days earlier. Only two weeks after they had left, they discovered that the Property had been put back on the market. With solely that information at their disposal, it is perhaps unsurprising they considered they had been misled and doubted their landlord's motives (whom they had never met or communicated with directly).

25. Nonetheless, as will be seen from the findings in fact made above, the Tribunal, having heard the full background to the case, does not consider that the Respondent misled them into ceasing to occupy the Property. They left because they had been told the Respondent intended to live in the Property, as her only or principal residence, for at least 3 months. Notwithstanding events that were ongoing in terms of her search for a bungalow, and subsequent events, the Respondent had that intention when the notice to leave was served, and maintained it on 6 August 2024, when the Applicants left the Property.

26. The Tribunal considered that both Applicants, the Respondent and, to the extent that he gave evidence, the Respondent's husband all gave credible and reliable evidence of the sequence of events, as they saw them. In all of the key respects, the documentary evidence supported their positions. The facts were in effect agreed; so that it was the interpretation to be put on those

facts, in inferring what the Respondent's state of mind was, that was really the key issue to be determined. In answering that question, the Tribunal considered it important to look at the events step by step as they happened; and not, with the benefit of hindsight, imagine the Respondent had perfect foresight of how matters would ultimately play out.

27. The Tribunal considers it is clear that the service of the notice to leave was not a ruse to remove the Applicants in response to their reporting of a fault with their washing machine. This was an unhappy coincidence only. The Tribunal believed the Respondent's husband when he said that they would not have done such a thing; but it is also unclear why a landlord with such bad motives would have sought to rely on ground 4, when they could just have easily relied on ground 1 (that they wished to sell the property), with no appreciable difference in outcome.

28. It is true that the Respondent and her husband had put an offer in on a Property on 3 August 2024. In the course of the hearing, the Applicants suggested that, had they known this, while their plans to move were already well-advanced and it may not have prevented them from leaving ultimately, it would have made the process less stressful for them, in affording them some further leeway, and they may not have left on quite the day they did. That may be true, but it does not mean that they were misled as to the Respondent's intentions at the time they did leave. In truth, the Respondent did not know whether she would be successful with her offer until after the Applicants had left the Property; and even if she had known, the Tribunal believed her when she said she would still at that time have intended to move in to the Property, to allow the sale to complete and the bungalow to be redecorated. It was perfectly believable that she would have anticipated that process to last for at least 3 months. Her intention in relation to living in the Property only actually changed when, following an attempt to accustomise her dogs to the Property, it became clear that they could not settle there. That only occurred after the Applicants had left; and it is that that triggered the marketing of the Property on 20 August 2024.

29. For all these reasons, the Tribunal concluded the application should be 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.

Nairn Young

22 October 2025

Legal Member/Chair

Date