



**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 2014**

**Chamber Ref: FTS/HPC/PR/25/2589**

**Re: Property at 1F1, 165 Rose Street, Edinburgh, EH2 4LS (“the Property”)**

**Parties:**

**Mr Chandler Yearlly and Miss Abbie Rance, both 193, 3 Commercial Street, Edinburgh, EH6 6PJ (“the Applicants”)**

**Dr Mary-Jane Anderson, c/o Northwood Estate Agents, 13 Comely Bank Road, Stockbridge, Edinburgh, EH4 1DR (“the Respondent”)**

**Tribunal Member:**

**George Clark (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be refused.**

**Background**

1. By application, dated 16 June 2025, the Applicants sought an Order under Sections 58 and 59 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the Act”) for a wrongful termination without eviction.
2. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Parties commencing on 21 March 2024, a Notice to Leave, dated 15 July 2024, stating that the Respondent intended to live in the Property and that no application to the Tribunal would be made before 15 August 2024, and evidence that the letting agents had advertised the Property to let, available 10 February 2025, at an increased rent. They said that being given one month’s notice of the Respondent moving back in had put them under intense pressure to find somewhere really quickly. They had informed the Respondent’s letting agents that they had nowhere else to go and were advised by City of Edinburgh Council to stay where they were until accommodation became available. They were seeking the equivalent of 6 months’ rent by way of compensation for suffering and stress caused by the Respondent acting illegally. They also provided evidence that the

Respondent had served notice to increase the rent from a date after the Notice to Leave expired.

3. On 17 December 2025, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 7 January 2026. The Respondent requested and was granted additional time to lodge her representations and did so on 5 February 2026.
4. The Respondent stated that she had decided to move back to Edinburgh from Wales to allow her son to begin his secondary school education in August 2024. Her employment situation is such that she can work from home anywhere. Her letting agents had served the Notice to Leave and had advised her that the tenancy would be ending on 14 August 2024. She provided an email from City of Edinburgh Council dated 3 February 2026, which confirmed that she had applied for a school placement on 17 June 2024 but that she had informed the Council on 14 August that she was no longer moving to Edinburgh and did not require the place that had been offered. On 8 August 2024, her letting agents told her that the Applicants had not yet been able to find a new flat and it was likely that they would be staying on beyond 14 August. On 12 August 2024, they advised her that if the Applicants did not vacate in time, she would have to apply to the Tribunal for an Eviction Order and that this was a process that could take six months or more. On 14 August 2024, she emailed School Placement telling them that her tenants had stayed beyond their contract term and she could not access her flat. She stated - "Although I could have stayed with a friend in catchment this would have been very disruptive for my son and without certainty about our flat I decided not to move for the start of this term." The Applicants gave notice on 17 December 2024 that they were moving out four days later, on 21 December 2024. On 7 January 2025, when schools returned from their Christmas holidays, the Respondent checked school availability and ascertained that there was a waiting list of 10 for the catchment area secondary school and the position was no better at other secondary schools in Edinburgh.
5. The Respondent said that the fact that she did not move into the Property after the Applicants left did not negate that she had intended to do so when the Notice to Leave was issued. She had made plans to do so. It had still been her intention when she again checked the school situation in January 2025 but found prohibitive waiting lists. This was after the Applicants had vacated the Property and it was then that she had decided she could not move back to Edinburgh because of the schooling situation.

### **Case Management Discussion**

6. A Case Management Discussion was held by means of a telephone conference call on the morning of 12 February 2026. All Parties were present.

7. The Applicants told the Tribunal that they had experienced great stress by having with very short notice to try to find alternative accommodation, with Miss Rance being in the final year of her university studies suffering considerable anxiety. They had contacted the local authority and mid-market landlords as well as looking in the private sector and, given the present housing situation in Edinburgh, it had taken a long time. City of Edinburgh Council had advised them to stay on in the Property rather than make themselves voluntarily homeless.
8. The Respondent told the Tribunal that it would not have been practicable for her to take up an offer to stay with a friend in August 2024, as the friend would have expected it to be for a few days only and the Respondent had no way of knowing how long it would be before the Applicants vacated the Property. In addition, it would not have worked for the purpose of securing a school place, as, in order to do so, she would have had to provide a permanent address in the catchment area, evidence of being registered for Council Tax at that address and a utilities bill for that address. When she made enquiries again in January 2025, she was told that it was not possible to get a school place for her child and that the wait might be five years, by which time his secondary education would be almost completed.
9. The Applicants said that the fact that the Respondent had increased the rent after the Notice to Leave expired suggested that she was looking to continue letting the Property. The Respondent replied that she had been advised to do so by her letting agents, as there was no timescale for their leaving the Property and, until then, she had to continue as if they were staying on. The Applicants also referred to the email from City of Edinburgh in which they had stated that she had told them in August 2024 that she was no longer moving back to Edinburgh. The Respondent told the Tribunal that these were the Council's words.
10. The Parties confirmed to the Tribunal that there was no further documentation that they wished the Tribunal to consider and that they were content that the Tribunal make a decision on the application without a formal evidential Hearing.

### **Reasons for Decision**

11. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation it required to enable it to decide the application without a Hearing.
12. Section 58 of the Act applies where a private residential tenancy has been brought to an end in accordance with Section 50 of the Act. Section 50 provides that 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. By Section 58, 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 landlord.

13. The Tribunal considered carefully all the evidence, written and oral, before it. The Tribunal noted that the evidence was consistent with the Respondent intending to return to Edinburgh in August 2024. She had instructed her letting agents to serve a Notice to Leave, which expired on 14 August 2024 and had secured a place in the local secondary school for her son, starting in that month. It was not until 8 August 2024 that she became aware that the Applicants were unlikely to be vacating the Property on the date she had expected them to leave and, with no immediate prospect of being able to move in, she had to decline the school place. The Tribunal noted that the email to the Council did not say that she was no longer moving back to Edinburgh. It stated that without certainty about her flat she decided not to move “for the start of this term”. The view of the Tribunal was that this did not imply that she had decided not to move back at all, and that view was reinforced by the fact that, when the Applicants did move out, she again made enquiries about a school placement. It appeared to the Tribunal that the Respondent did not make the decision to remain in Wales until that point and the Tribunal was satisfied that it had until then been her intention to return to live in the Property and that the Applicants had not, therefore, been misled into ceasing to occupy the Property. It was an unfortunate set of circumstances, for which neither Party was to blame, that had led to her not being able to recover possession until 21 December 2024, at which time she was unable to secure a school placement for her child and had to change her plans completely, with her letting agents then advertising the Property for rental from 10 February 2025.
14. The Tribunal did not regard the intimation of a Rent Increase Notice as an indication that the Respondent had never intended to return to live in the Property. She had no certainty as to whether and, if so, when, she might recover possession, so was entitled to react to market conditions by seeking to increase the rent.
15. The Tribunal understood that the process would have caused great anxiety and inconvenience for the Applicants, who had done absolutely nothing wrong, but, whilst the Respondent had not in fact moved into the Property, the Tribunal was satisfied that the evidence indicated that she had intended to do so from the time she instructed the service of the Notice to Leave until January 2025, so did not find that the Applicants were misled into ceasing to occupy the Property.

## **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.**

**George Clark**

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**Legal Member/Chair**

**12 February 2026**

**Date**