



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/25/3633

Re: Property at 41 Lochiel Road, Inverlochy, Fort William, PH33 6NS (“the Property”)

Parties:

Miss Lenka Rozborilova, 46 The Grazings, Caol, PH33 7EJ (“the Applicant”)

Mrs Christina Murphy, Mr Martin Murphy, 7 Grossart Street, Salsburgh, Shotts, ML7 4LN; 7 Grossart Street, Salsburgh, Shotts, ML7 4LN (“the Respondent”)

Tribunal Members:

Alison Kelly (Legal Member)

Decision

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

Background

1. On 22nd August 2025 the Applicant lodged an application under Rule 110 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) seeking an order for payment in terms of Section 58 of the Private Housing (Tenancies)(Scotland) Act 2016 as she alleged that she had been wrongly evicted.
2. Lodged with the Application were:
 - a. Copy Private Residential Tenancy commencing 22nd March 2025 and showing a rent of £950 per month
 - b. A Written Statement with a timeline
 - c. Copy Notice to Leave dated 21st May 2025
 - d. Various photographs of the property

- e. Various emails between the parties including an email of 1st April 2025 from the Applicant to the First Respondent giving notice of termination with an end date of 28th April 2025
3. The Application was served on the Respondents by Sheriff Officer on 4th March 2026.
4. On 18th March 2026 the Respondents lodged their response, including photographs, written submission and timeline.

Case Management Discussion

5. The Case Management Discussion (“CMD”) took place on 20th April 2026 by teleconference. The Applicant represented herself. The Respondents also represented themselves.
6. The Chairperson confirmed the purposes of a CMD in terms of Rule 17 of the Rules. The Chairperson also outline the legislation on which the Applicant sought to rely, being Section 58 of the Private Housing (Tenancies)(Scotland) Act 2016.
7. The Applicant said that she had made the application as she had been misled by the Respondents. The reasons given in the Notice to Leave were not accurate.
8. The Chairperson made some enquiries in to the facts. The Applicant said that the tenancy began on 21st March 2025. She gave notice on 1st April 2025 that she would be leaving on 28th April 2025. She applied to Highland Housing Alliance (“HHA”) in February 2025, before she signed the tenancy agreement for this property, for a mid market rental property. She was told that her application had been successful towards the end of March 2025. The property was not yet available to move in to. It was not available by 28th April. She said that she contacted the letting agent and the tenancy at 41 Lochiel Road was extended on a weekly basis. She paid rent and continue to occupy the tenancy. She had to keep pushing HHA about when the new property would be ready. She received the Notice to Leave on 21st May 2025. The new property was ready on 29th May 2025 and she moved in to it. She felt that she had pushed in to leaving by the service of the Notice to Leave. She said that the grounds in the Notice to leave were not actually met.
9. The Chairperson asked the Respondents why the Notice to Leave had been served. The answer was not really clear, but they both said that they had expected the let to be a long term one and when it turned out not to be they examined their options and wanted to give the Applicant notice of this.
10. The Chairperson decided in terms of Rule 17 that she had sufficient facts and information to allow a decision to be made without the need for a Hearing. She

also considered the Tribunal's overriding objective in terms of Rule 2 when making that decision.

Findings in Fact

- i. The parties entered in to a tenancy agreement for rent of the property commencing 22nd March 2025;
- ii. Prior to the commencement of the tenancy the Applicant applied to HHA for a mid market rental property;
- iii. Towards the end of March 2025 the Applicant was told that she had been successful in that application;
- iv. On 1st April 2025 the Applicant sent an email to the Respondents giving notice that she was leaving and giving a termination date of 28th April 2025;
- v. The new property was not ready and the Applicant extended her notice on a weekly basis through the letting agent;
- vi. The Applicant moved in to her new property on 29th May 2025;
- vii. The Respondents served a Notice to Leave on 21st May 2025;
- viii. The Applicant did not vacate the property because of the Notice to Leave.

Reasons for Decision

11. The Applicant has brought an application under Section 58 of the Private Housing (Tenancies)(Scotland) Act 2016.
12. Section 58 of the Act states 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.*
 - (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.*
13. The Applicant is seeking a payment as she contends that was misled into ceasing to occupy the let property by the person who was the landlord immediately before it was brought to an end. Her position is that she received

a Notice to leave on 21st May 2025 and left the property on 29th May 2025. She contends that the grounds used in the Notice to Leave were not true.

14. Section 58(1) says that the section applies where a private residential tenancy has been brought to an end in accordance with section 50.
15. Section 50 of the Act states as follows:
 - (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.*
 - (2) *A tenancy comes to an end under subsection (1) on the later of—*
 - (a) *the day specified in the notice to leave in accordance with section 62(1)(b),*
or
 - (b) *the day on which the tenant ceases to occupy the let property.*
 - (3) *For the avoidance of doubt, a tenancy which is to come to an end under subsection (1) may be brought to an end earlier in accordance with section 48.*
16. By her own admission, and as shown by the email of 1st April 2025 the Applicant had already given notice to leave the property under section 48 of the Act.
17. Section 48 of the Act states as follows:
 - (1) *A tenant may bring to an end a tenancy which is a private residential tenancy by giving the landlord a notice which fulfils the requirements described in section 49.*
 - (2) *A tenancy comes to an end in accordance with subsection (1) on the day on which the notice states (in whatever terms) that it is to come to an end.*
 - (3) *But a tenancy does not come to an end in accordance with subsection (1) if—*
 - (a) *before the day mentioned in subsection (2), the tenant makes a request to the landlord to continue the tenancy after that day, and*
 - (b) *the landlord agrees to the request.*

(4) In subsections (1) and (3), in a case where two or more persons jointly are the landlord under the tenancy, references to the landlord are to any of those persons.

18. The Applicant confirmed that she had applied for another property and had been given the tenancy. The property was not ready, and she extended her own notice to leave on a weekly basis until she left on 29th May 2025. She therefore brought the tenancy to an end.
19. It was not clear why the Respondents saw fit to serve a Notice to Leave, but the service of it was irrelevant as the Applicant had already given notice and had that notice extended on a weekly basis pending the new property being ready.
20. Accordingly, the Applicant did was not misled in to leaving the property. She found a new property, she gave notice and she moved in to the new property when it was ready. The Application was therefore dismissed.

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.

Alison Kelly

Legal Member/Chair

Date: 20th April 2026