



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) in respect of an application under Sections 58 and 59 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and Rule 110 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”)

Chamber Ref: FTS/HPC/PR/25/4013

Re: Property at 6/2 Saughton Mains Street, Saughton, EH11 3HH (“the Property”)

Parties:

Mr Vivek Jain, 24/7 Craighouse Gardens, Edinburgh, EH10 5TY (“the Applicant”)

Mrs Rani Natarajan, 46 Newlands Road, Woodford Green, IG8 0RU (“the Respondent”)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted the Application and made a wrongful termination Order requiring the Respondent to pay to the Applicant the sum of SEVEN THOUSAND SIX HUNDRED AND FIFTY POUNDS (£7,650.00) Sterling.

Background

1. By application received between 18 September 2025 and 5 November 2025 (“the Application”) the Applicant applied to the Tribunal for Orders in terms of Sections 58 and 59 of the 2016 Act.

2. The Application narrated the Applicant's reasons for considering that he had been misled into ceasing to occupy the Property and was accompanied by supporting correspondence and documents which included a copy of the tenancy agreement between the Applicant and the Respondent which commenced on 11 February 2025, an email dated 24th March 2025 with a Notice to Leave with an effective date of 24 April 2025 and based on Ground 1 of Schedule 3 to the 2016. Act

3. The Application was accepted by the Tribunal Chamber and a Case Management Discussion ("CMD") was held on 20 April 2026 by telephone conference. Both Parties took part and neither was represented.

4. The Applicant's position at the CMD was that he did not believe that the Respondent had a genuine intention to sell the Property as it was relet shortly after he vacated it, all as set out in his email exchanges with the Respondent's letting agents in October and November 2025.

5. The Respondent's position at the CMD was that her intention to sell the Property was to alleviate financial pressures. However, as another property which she owned was sold around the time the Notice to Leave was in effect, she did not require to sell the Property.

6. The CMD was adjourned to a Hearing of evidence and a Direction was issued to the Parties. The Direction required the Applicant to submit a full copy of the Notice to Leave and required the Respondent to submit written evidence of the sale of her other property including when it was advertised for sale and the timeline of the sale process. Both Parties complied with the Direction.

Hearing

7. The Hearing took place on 28 August 2026 at 10.00 by telephone. The Applicant, Mr. Jain, was present and was not represented. The Respondent, Mrs. Natarajan, was present and was not represented.

Applicant's Evidence.

8. Mr. Jain confirmed that, as set out in the Application, his tenancy of the Property began on 11 February 2025. He explained, that on January 14th during the property viewing with Adam Swaney of the letting agent, DJ Alexander, he was assured that identified maintenance issues (damaged curtains, broken bathtub, non-functional oven, unclean windows and floors) would be attended to before the move-in date. Later in January he was informed by the landlord that the necessary repairs would be carried out and the move-in date was agreed. However, upon key collection and entry into the Property, he discovered that none of the promised repairs had been completed. The letting agent had acknowledged the issues and assured him that they would raise the matters with the landlord for immediate resolution. Despite multiple follow-ups with the letting agent, none of the maintenance issues were addressed. Then, without any prior warning or discussion, he received a Notice of Leave on 24th March 2025 requiring him to leave the Property on 24 April 2025, the reason being that the landlord was selling the Property. Mr. Jain explained that this caused him great distress as he had just settled into the Property and had incurred considerable expense in doing so. He explained that the circumstances in which he found himself were discussed with the letting agents in March and April 2025, which emails form part of the Application. Mr. Jain stated that he asked the letting agents for an extension of the notice period, without success. He noted that it was the Respondent, Mrs. Natarajan who did not allow an extension of the notice period. Mr. Jain's evidence was that he understood that the Property was to be sold and offered to cooperate with any viewings.

9. In answer to questions from the Tribunal, Mr. Jain confirmed that there had been no viewings at any time during the tenancy and that there had been no valuation of the Property. He confirmed that there had been no "For Sale" signs during his occupation of the Property.

10. Mr Jain explained that this time was very stressful for him as he had very quickly to move out with all of his furnishings and did not have any accommodation to go to on leaving the Property. He stated that he lodged with a friend until he secured another tenancy and has since purchased his own property.

11. In answer to questions from the Tribunal, Mr. Jain explained that he did not consider buying the Property from the Respondent as he did not consider it fully suitable for him in the long term.

12. His strong position was that he had been forced to vacate the Property on the basis of the Notice to Leave and his perception that the Respondent was selling the Property. However, this turned out to be untrue and the Property was relet.

Respondent's Evidence.

13. Mrs. Natarajan's evidence in respect of the timeline of events was as set out in her reply to the Direction. On 17 December 2024, she signed a marketing agreement for a second property. On 11 February 2025, Mr Jain's tenancy started and, on 24 March 2025, the Notice to Leave issued. On 29 March 2025, an offer was received for the second property. On 16 May 2025, Mr Jain vacated the Property. The sale for the second property was signed on 28 May 2025 and a part payment was received. The full sale of the second property completed on 20 June 2025 and the balance of the price was paid. The Property was marketed for rental again on 24 June 2025.

14. She explained that she and her husband were in financial difficulties at the end of 2024, and, that when the previous tenant moved out of the Property in November 2024, she and her husband considered selling it. Mrs. Natarajan stated that, as she had a mortgage on the Property, she asked the letting agent to find a new tenant to assist with the running costs. Her evidence was that, at this time, her other property was being marketed and that a sale of that property had previously fallen through.

15. Mrs. Natarajan stated that she had spoken with the letting agent about selling the Property who advised that the best time to sell was in the Spring. She was aware that Mr. Jain had taken up a tenancy on the 11 February 2025 and stressed that Mr. Jain was the best tenant she could find and she did not want him to leave. However, she took the advice of the letting agent to market the Property in the Spring and so the Notice to Leave was issued. She stated that she needed time to carry out repairs before marketing.

16. With regard to the advice from the letting agents, Mrs. Natarajan stated that she had email evidence in support of this but accepted that she had not lodged any of this with the Tribunal.

17. With regard to the extra time to vacate the Property as requested by Mr Jain, Mrs. Natarajan's position was that it was the letting agent and not she who would not allow an extension of time. Her position was that, in any event Mr. Jain stayed on in the Property beyond the date set by the Notice to Leave.

18. In response to questions from the Tribunal, Mrs. Natarajan agreed that she had not marketed the Property and had not had a Home Report prepared. She was firm that she had been following the advice of the letting agent not to extend the tenancy with Mr. Jain and that she should proceed with termination of his lease. In answer to further questions from the Tribunal, Mrs. Natarajan agreed that a Notice to Leave was served shortly after Mr. Jain's tenancy began. She maintained that she was not confident of a full sale of her other property and, following the advice of the letting agent that Spring is the best time to sell, she proceeded with the Notice to Leave. Mrs Natarajan again stressed that Mr. Jain was the best tenant but she was in financial difficulties. She accepted that she had been receiving rent of £1,275.00 per month, but explained that she wanted the purchase price for the Property. When asked why she did not sell or takes steps to sell in February 2025, Mrs. Natarajan explained that she did not do so as she was not certain that the sale of her other property would go through. She agreed that, when an offer was made on the other property during the notice period, she did not tell Mr. Jain that

she might not need to sell the Property and that he might not need to remove. She agreed that her letting agent had advised her that, if there was no intention to sell, she might be liable for compensation in terms of Sections 58 and 59 of the 2016 Act. Mrs. Natarajan stated that she had no choice in the matter until the sale of the other property had gone through. She agreed that she had not offered to compensate Mr Jain in any way.

19. With regard to the repair of the Property as intimated by Mr Jain on viewing the Property in January 2025, Mrs. Natarajan agreed that she had not carried out these repairs.

20. With regard to marketing of the Property, Mrs. Natarajan stated that she had instructed the letting agents to market the Property and stated that she understood that Mr. Jain had been “restrictive” with times at which he could allow viewings. She accepted that a Home Report had not been prepared.

21. The Tribunal noted that in the Application, Mr. Jain sought an award in the maximum sum of six times the monthly rent as he had been greatly distressed and inconvenienced and as the short duration of the tenancy had caused him additional costs in removing. Mrs. Natarajan's view was that, as she had acted lawfully, and that, as Mr. Jain had left on his own terms, no award should be made.

Additional evidence available to the Tribunal.

22. In addition to the evidence at the Hearing, the Tribunal had the benefit of the Application and the written responses to the Direction.

Findings in Fact

23. From the Application and the CMD, the Tribunal made the following findings in fact: -

- i) There was a private residential tenancy of the Property between the Parties which began on 11 February 2025;

- ii) A Notice to Leave citing Ground 1, the landlord intends to sell the let property was issued on 24 March 2025 with an effective date of 24 April 2025;
- iii) The Applicant, Mr. Jain acted on this Notice to Leave and vacated the Property on 16 May 2025;
- iv) The Respondent, Mrs. Natarajan, did not market the Property for sale and did not sell the Property either at the time of issue of the Notice to Leave or at a later date;
- v) The Property was marketed for rental again on 24 June 2025;
- vi) The Respondent, Mrs. Natarajan had been made aware of the terms of Section 58 and 59 by her letting agents;
- vii) The Applicant, Mr. Jain, was caused considerable distress and financial loss as a result of complying with the Notice to Leave and
- viii) The Respondent, Mrs. Natarajan, did not offer to compensate Mr. Jain.

Issue for the Tribunal

24. The Application proceeds on Sections 58 and 59 of the 2016 Act.

25. Section 58 applies where a private residential tenancy has been brought to an end in accordance with section 50. Section 58(3) provides that *“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”*.

26. Section 59 states *“In this section and in sections 57, 58 and 60, “a wrongful-termination order” means an order requiring the person who was the landlord under the tenancy immediately before it ended to pay the person who made the application for the wrongful-termination order an amount not exceeding six months' rent.”*

27. Therefore, the issues for the Tribunal were, firstly, to make a finding in terms of Section 58 on whether or not the Applicant as former tenant had been misled into

ceasing to occupy the Property, and secondly, if so, to determine the amount of the Order to be made.

Decision and Reasons for Decision

28. The factual evidence of the Parties in respect of the tenancy agreement and the Notice to Leave was not in dispute. It was also not in dispute that Applicant, Mr. Jain, vacated the Property on receipt of the Notice to Leave, that no steps were taken to prepare the Property for sale, that no Home Report was prepared or marketing of the Property undertaken and that the Property was not sold but was relet. The key point in dispute was whether or not Mr. Jain was misled into vacating the Property on the basis of the Notice to Leave.

29. The Ground cited in the Notice to Leave was Ground 1 of Schedule 3 to the 2016 Act which provides *“(1)It is an eviction ground that the landlord intends to sell the let property.(2)The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if the landlord (a)is entitled to sell the let property, (b)intends to sell it for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it(3)Evidence tending to show that the landlord has the intention mentioned in sub-paragraph (2)(b) includes (for example) (a)a letter of engagement from a solicitor or estate agent concerning the sale of the let property, (b)a recently prepared document that anyone responsible for marketing the let property would be required to possess under section 98 of the Housing (Scotland) Act 2006 were the property already on the market.”*

30. The Tribunal had no written evidence that the Respondent, Mrs. Natarajan, had engaged a solicitor or estate agent and had her oral evidence that a Home Report, being a document under section 98 of the Housing (Scotland) Act 2006, had not been prepared. Therefore, the Tribunal had no evidence as suggested by the legislation in support of the Ground cited in the Notice to Leave. The Tribunal, therefore, had to rely on the oral evidence of the Parties at the Hearing and supported by the additional written representations and productions.

31. With regard to the additional written representations and productions, the Tribunal noted that the Notice to Leave states "*The landlord wishes to sell the property on the open market once vacant.*" No supporting evidence as recommended in the Notice to Leave guidance accompanied it. Therefore, the Tribunal had no evidence of Mrs. Natarajan's firm and settled intention to sell.

32. The Tribunal had regard to Mrs. Natarajan's oral evidence and found it to be contradictory and so unreliable. She spoke of not wanting Mr. Jain to leave as he was the "best tenant" but proceeded against him anyway and did not revoke the Notice to Leave when she had opportunity to do so. The Tribunal could not reconcile her position that, in February 2025, she stated that she was discussing a sale of the Property with her letting agents, and, at the same time instructed them to enter into a tenancy agreement with Mr. Jain. The Tribunal found Mrs. Natarajan's evidence in respect of the advice given to her by the letting agents to lack credibility in respect of difficulty with viewings if no Home Report had been prepared. Likewise, the Tribunal did not find it credible that, in spite of Mrs. Natarajan's instruction that Mr. Jain be given an extended period to vacate the Property, the letting agents were explicit that he must remove by 23 April 2025. Accordingly, the Tribunal found nothing in Mrs. Natarajan's oral evidence to overcome the lack of documentary evidence to support the Ground for the Notice to Leave.

33. The Tribunal found Mr. Jain's evidence to be reliable and credible and had no doubt that he had removed from the Property in response to the Notice to Leave and for no other reason. The Tribunal accepted that Mr Jain had pleaded with the letting agent to grant extra time to vacate the Property and had written in an email of 31 March that he "was more than willing to accommodate property viewings or any other activities required for the sale of the house. This would allow you to continue progressing with the sale while also giving me the stability needed during this critical time. " Notwithstanding that offer, the vacation date was insisted upon and, even when subsequently extended, no effort to even begin the process of selling the Property was attempted.

34. Therefore, having determined that there was no evidence to support the Ground for the Notice to Leave, the Tribunal had no difficulty in finding that Mr. Jain had been misled into ceasing to occupy the Property and so determined to make an Order in terms of Section 58(3) of the 2016 Act.

35. The Tribunal then had regard to the amount of the Order which it should make. Although the Tribunal was satisfied that Mr. Jain had been treated unfairly by Mrs. Natarajan and had suffered both financial loss and a personal stress and inconvenience as a result, the Tribunal had no evidence of a value in respect of his losses and personal stress. In any event, the Tribunal took the view that the terms of Section 59 of the 2016 Act do not permit the Tribunal to equate the amount of the Order to loss or damages suffered: the terms of Section 59 permit the Tribunal to make an Order in an amount which reflects the actions of the landlord in carrying out a wrongful-termination of a tenancy.

36. The Tribunal drew Mrs. Natarajan's attention to the fact that the outcome sought by Mr. Jain was the full penalty of six times the rent and asked for her comments. Mrs. Natarajan's response was that she had acted lawfully and that Mr Jain left on his own terms, and so no award should be made. Therefore, the Tribunal had little information in which to mitigate any award which it was considering.

37. In determining the amount of the order, the Tribunal took the view that Mrs. Natarajan had acted in a deplorable fashion. Having entered into a tenancy agreement with Mr. Jain on 11 February 2025 and in full knowledge that he had security of tenure, she decided, without regard to his circumstances, to begin a process to end his tenancy on, at best, "a wish" to sell the Property and not on a firm and settled intention to sell as required by the 2016 Act. Thereafter, she did not retract even though, if she is to be believed that she had been in financial hardship, her own circumstances with the receipt of an offer for her other property had improved. In spite of stating that Mr. Jain was the "best tenant", Mrs. Natarajan was determined to end Mr. Jain's tenancy

without due process. Accordingly, the Tribunal found the wrongful -termination by Mrs. Natarajan to be at the most serious end of the scale and so granted the order in the sum of £7,650.00 being six times the monthly rent and as sought by Mr. Jain in the Application.

38. This decision is unanimous.

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.

Karen Moore

28 August 2026