



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 58(2) of the Private Housing
(Tenancies) (Scotland)
Act 2016**

Chamber Ref: FTS/HPC/PR/25/1338

Re: Property at 12 / 2 Drum Terrace, Edinburgh, EH7 5NB (“the Property”)

Parties:

**Mr Carlos Quiros Becerra, Ms Stavroula Plakoudaki, 232 3f4 Easter Road,
Edinburgh, EH6 8LE; unknown, unknown (“the Applicants”)**

Brigitte Catherine Stuart, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Alastair Houston (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a wrongful termination order requiring payment to the Applicants of £2550.00 be made

1. Background

- 1.1 This is an application under Rule 110 of the Chamber Rules whereby the Applicants seek a wrongful termination order following the end of a private residential tenancy between the parties. The application was accompanied by copies of the written tenancy agreement between the parties, the notice to leave served, an advertisement pertaining to the property being available for let and correspondence between the Applicant and the Respondent’s letting agent.
- 1.2 A Case Management Discussion had taken place on 18 December 2026. This had been adjourned following the non-attendance of the Applicants and to allow for intimation upon the Respondent. The latter was subsequently carried out by advertisement. Following this Case Management Discussion, the Applicants had responded to a direction with

further information and documents relating to losses said to have been incurred by the wrongful termination of the private residential tenancy. No representations were received from the Respondent.

2. The Case Management Discussion

2.1 The Case Management Discussion took place on 2 September 2026 by teleconference. The First Named Applicant attended personally and also to represent the Second Named Applicant, who was his partner. The Respondent was neither present nor represented.

2.2 The First Named Applicant confirmed that the application was insisted upon. The Tribunal noted that intimation of the application and Case Management Discussion had been made by advertisement and considered it appropriate to proceed in the Respondent's absence as permitted by rule 29 of the Chamber rules.

2.3 The First Named Applicant confirmed that he was seeking a wrongful termination order for such a sum as the Tribunal deemed reasonable in the circumstances. He recognised that a maximum of six times the rent payable may be awarded by the Tribunal should wrongful termination be found to have occurred. The tenancy agreement between the parties had commenced on 26 April 2024. The rent payable was £845.00 per calendar month for the duration of the tenancy. The Applicants had been emailed the notice to leave accompanying the application. It advised them that the Respondent intended to live in the Property. They were not given any further information by the Respondent or their agent. The Respondents began looking for alternative accommodation. They had been given three months' notice but, to minimise the stress of the situation, believed it best to try and move as soon as possible. They obtained a tenancy at 232 3f4 Easter Road, Edinburgh, EH6 8LD which was available from 10 March 2025. They contacted the Respondent's agent to discuss bringing forward the date upon which the private residential tenancy was due to end. The Respondents were advised that they required to give 28 days' notice which they believe they did by email. The private residential tenancy ended on 17 March 2025.

2.4 The First Named Respondent advised, on or around 26 March 2025, he had been contacted by a friend who was looking for accommodation to rent. He drew the Applicants' attention to an online advertisement through Rightmove which apparently showed the Property available to let from 8 May 2025. The advertisement appeared to have been placed on 24 March 2025. The Applicants did not contact the Respondent or their agent to make further enquiries as, by this point, they had already entered into a new tenancy agreement and had removed from the Property. The Respondents were unaware as to whether the Property had been relet but the First Named Respondent had passed it on occasion and it did appear to be inhabited. They would not have moved from the Property but for the notice to leave. They were very comfortable at the Property. Their new accommodation came with a higher rental charge, being £1075.00 per

month for the first six months and £1125.00 per month thereafter. They had incurred a cost of £120.00 in respect of furniture removal. They had had to pay a fee of £30.00 to the Respondent's agent to obtain a reference for their new landlord. They had also had to pay a fee of £20.00 to change their broadband account to their new address. Having to move had caused the Respondents a degree of stress.

- 2.5 The Tribunal highlighted a potential issue with the manner in which the private residential tenancy agreement ended. The Respondents had given notice to end the private residential agreement earlier than the date specified within the notice. The Tribunal queried whether this caused an issue in terms of termination of tenancy having occurred under section 48 of the 2016 Act rather than section 50 and whether the Tribunal could grant a wrongful termination order in those circumstances. The First Named Respondent did not have any submissions to make in this regard beyond highlighting that the Applicants would not have required to give notice but for the notice to leave. The Tribunal indicated that it would adjourn the Case Management Discussion to consider the matter.

3. Findings In Fact

- 3.1 The private residential tenancy between the parties commenced on 26 April 2024. The rent payable for the duration of the tenancy agreement was £845.00 per calendar month.
- 3.2 On 10 February 2025, the Applicants received notice to leave the Property. The notice specified that a family member of the Respondent intended to reside at the Property.
- 3.3 No further evidence of this intention or information as to the identity of the family member was provided to the Applicants.
- 3.4 The notice to leave specified that the Respondent would be entitled to make an application for an eviction order on or after 8 May 2025.
- 3.5 The Applicants sought and identified alternative accommodation at 232 3f4 Easter Road, Edinburgh, EH6 8LE. This accommodation was available for them to take occupation as at 10 March 2025.
- 3.6 The Applicants contacted the Respondent's agent to discuss the date on which the private residential tenancy was to end. They were advised that they required to give 28 days' notice if they wished to bring it forward from 8 May 2025. They gave such notice and the private residential tenancy between the parties ended on 17 March 2025.
- 3.7 The Applicants did not intend to end their occupation of subjects had they not received the notice to leave.

- 3.8 On 24 March 2025, the Property was advertised on Rightmove by the Respondent's agents as being available for let from 8 May 2025. The Applicants became aware of this by 26 March 2025.
- 3.9 The Respondent intended to relet the Property rather than have a family member reside there.
- 3.10 The Applicants incurred costs associated with moving amounting to £170.00. They entered into a private residential tenancy agreement at their new accommodation. The rent payable in respect of their new accommodation was £1075.00 for the first six months and £1125.00 thereafter.

4. Reasons For Decision

- 4.1 In coming to this decision, the Tribunal considered all the of the written material before it, as well as that said at the Case Management Discussion on 2 September 2026. In the absence of any representations or appearance by the Respondent, the Tribunal did not consider that a hearing was necessary and the application could be determined. The Tribunal considered the First Named Applicant to be wholly credible and was open with information when questioned by the Tribunal.
- 4.2 The Applicants sought an order for wrongful termination on the basis of section 58 of the 2016 Act, which is in the following terms:-

58 Wrongful termination without eviction order

- (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.*

Section 58(1) requires that the private residential tenancy has been terminated in terms of section 50 of the 2016 Act. Section 50 states:-

50 Termination by notice to leave and tenant leaving

- (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.

Section 48 provides for termination of the private residential tenancy through service of a notice by the tenant. The tenancy ends on the date specified within the notice. Although the Tribunal did not have a copy of the notice given by the Applicants, the First Named Applicant had advised it was given, having been insisted upon by the Respondent's agents, and that the private residential tenancy thereafter ended on 17 March 2025 which was confirmed by the emails between the Applicants and the Respondent's agents accompanying the application.

4.3 The issue the Tribunal required to consider was whether termination had still occurred under section 50 in light of the notice given by the Applicants. The Tribunal considered that it did. The termination of the private residential tenancy had been instigated by the Respondent by service of the notice to leave. Although the tenancy ultimately terminated in accordance with section 48 of the 2016 Act, the Tribunal was of the view that the two sections operated together, with the date of termination simply being altered by the notice given by the Applicants as was permitted by section 50. They would not have required to give notice but for the notice to leave given by the Respondent and it would otherwise be open to a landlord to mislead a tenant into leaving accommodation and thereafter invite notice to terminate a tenancy earlier, thus avoiding any liability for wrongful termination.

4.4 After determining that it was competent to make a wrongful termination order, the Tribunal then required to consider whether wrongful termination had taken place. In doing so, the Tribunal followed the approach set out by the Upper Tribunal in *Reynolds v Henry* 2024 UT 45. The Upper Tribunal suggested that four conditions required to be satisfied, namely:-

- (i) Firstly the landlord must have made some form of representation from the landlord to the tenant, representing that he has a ground for eviction in a notice to leave given that under the 2017 Regulations, such a notice must have been served to terminate the tenancy under section 50, although conceivably other forms of written or oral representations may have been made to the tenant by the landlord, and if so might also be founded upon.
- (ii) Secondly the representation must have been objectively misleading, for example by representing that the landlord has a ground for eviction under schedule 3 of the 2016 Act when in fact that ground does not exist.
- (iii) Thirdly, the tenant must have actually been misled by the landlord's representation, and accordingly if the tenant actually knew that the landlord's representation was false then he could not have been misled by it and the application could not succeed.

- (iv) Fourthly the representation must actually have misled the tenant into ceasing to occupy the property and must have been at least a significant or material cause of him so doing. So if the tenant's decision to leave the property was for reasons other than the landlord's representation, then again, his application cannot succeed.

4.5 The Tribunal considered that all four conditions were met. The Applicants had received a notice to leave from the Respondent. This suggested that the Respondent had a valid ground upon which an eviction order could be made in that she intended a family member to reside at the Property. The Applicants had no reason to disbelieve this, there being no suggestion that the Property was being advertised to let at this stage. Finally, the Applicants only sought alternative accommodation as a result of the notice to leave. The First Named Applicant was clear that they would not have intended to leave the Property but for this notice.

4.6 In terms of section 59 of the 2016 Act, the Tribunal could make an order not exceeding £5100.00, the rent payable at the time of the termination of the tenancy being £845.00 per month. In selecting the appropriate amount, the Tribunal considered what would be in the interests of justice in the whole circumstances of the case. The Tribunal considered £2550.00 to be appropriate. In coming to that figure, the Tribunal took account of the Applicants having to incurred costs in moving. Furthermore, the Applicants had been put to the stress and inconvenience of having to find alternative accommodation, which they had been able to do albeit at a higher rent than that paid in respect of the Property. The Tribunal did not consider that an award at the maximum level was appropriate. The Applicants had managed to secure alternative accommodation quickly. Furthermore, if the increase rent was to be a significant burden, there was time available to them to continue searching rather than taking up what may have been immediately available. Furthermore, the Property was being readvertised for let at the rent payable by the Applicants. This would not suggest that some sort of financial gain motivated the Respondent although, in the absence of the any representations or appearance, the Tribunal could not conclude why she had sought to have the Applicants leave to relet 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.

Alastair Houston

Legal Member/Chair

4 September 2026
Date