Housing and Property Chamber
First-tier Tribunal for Scotland

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 59 of The Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/PR/25/4337

Re: Property at 7 Robshill Court, Glasgow, G77 6UG ("the Property")

Parties:

Mr Waqar Khan, 20 Calico Road, Glasgow, G77 6GA ("the Applicant")

Mr Hassan Qasim, 28 Loganswell Road, Thornliebank, Glasgow, G46 8AX ("the Respondent")

Tribunal Members:

Hilary Macandrew (Legal Member) and Elizabeth Dickson (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") granted the Application and made a wrongful Termination Order in terms of Section 59 of the Private Housing (Tenancies) (Scotland) Act 2016 and ordered that the Respondent pay the Applicant the sum of £2,100.00 (Two Thousand One Hundred Pounds).

1) Background

1.1 A hearing took place at the Glasgow Tribunal Centre, in person, on 8 October 2026. The Applicant represented himself and was present. The Respondent was present. The Respondent was also represented by Mr Irshad Malik. The Respondent called a witness, Mr Hamid Qasim who gave evidence

2) Case Management Discussion (CMD)

2.1 A CMD took place by tele conference on 21 May 2026. Both parties attended and represented their own interests.

2.2 The tenancy commenced on 12 September 2025. On 19 September 2025 the Applicant requested repairs to be carried out. On 22 September 2025, the Respondent is evidenced to have messaged the Applicant on Gumtree (not knowing that he was the current tenant) letting him know that the property would be available in a few weeks, assuming he was a potential applicant and also stating that the minimal rental term was six months. A screenshot of the electronic communications between the parties has been produced which clearly shows the property and the offer for it to be re-let. On 23 September 2025 eleven days after the Applicant's entry to the property and four days after the repairs request, the Respondent served a Notice to Leave upon him.

2.3 The Respondent candidly stated at the CMD that he wished to evict the Applicant due to becoming aware that he wished to move in family members to the property. He also stated at the CMD that he did occupy the property for a brief period but could not confirm the date he moved in or the date he left the property. He no longer lives there. He could not specify how long he did live there. He disputes that he misled the Applicant to leave the property.

2.4 The material facts were challenged. The outcome of the CMD was that an Evidential Hearing must take place in order for the Tribunal to assess the credibility and reliability of the Respondent's stated intention to take up occupation of the property as claimed at the time the Notice to Leave was served.

2.5 A direction was issued to regulate the further documentary evidence required from the Applicant.

3) The Hearing

3.1 The hearing took place in person at Glasgow Tribunal Centre on 8 October 2026.

3.2 The Applicant lodged a written statement with the Tribunal dated 16th July 2026. The Respondent lodged no further documentation.

3.3 On the morning of the hearing the Respondent sought to lodge a copy Notice from East Renfrewshire Council purporting to be a Council Tax and Water Charges Bill for 2025/2026. The document was issued on 4 June 2026. The Respondent's agent sought to have the document considered by the Tribunal. The Applicant had no objection to the document being lodged having been provided a copy of same. The Tribunal accepted the document as part of the Respondent's evidence.

3.4 The Applicant was invited to confirm what he was seeking. The Applicant told the Tribunal that he was seeking a wrongful termination order under Section 59 of the Private Housing (Tenancies) (Scotland) Act 2016 and for the Tribunal to order the Respondent to make a payment to him for the wrongful termination. He also wanted the order to take account of the financial losses he had incurred in respect of the wrongful termination. In particular he made reference to the

written submission which he had lodged in which he sought reimbursement in respect of the first month's rent (£1,050), cleaning costs (£90), carpet cleaning costs (£130) and furniture moving costs (£150).

3.5 The Applicant's documents before the Tribunal were:

- Application form G
- Copy Tenancy Agreement
- Screenshot of advertisement of lease
- Detailed written Submission dated 16 July 2026
- Copy Notice to Leave
- Witness statement from the Letting Agents

3.6 Mr Malik on behalf of the Respondent confirmed that the Respondent was opposing the wrongful termination of tenancy order. The Respondent's documents before the Tribunal were;

- Detailed written submission dated 8 May 2026
- Council Tax and Water Charges bill from East Renfrewshire Council dated 4 June 2026.

3.7 Given the outcome of the CMD namely that the Tribunal was to assess the credibility and reliability of the Respondent's stated intention to take up occupation of the property as claimed at the time the Notice to Leave was served, the Respondent was invited to present his case.

3.8 Mr Malik told the Tribunal that the Respondent had let the property to the Applicant on the basis that the Applicant was a single occupier. The Respondent had engaged the services of Martin & Company Letting Agents. An employee of Martin & Company was personally connected to the Applicant. The Respondent took comfort from the information provided by the employee of Martin & Company that the Applicant was a single person and would be solely occupying the property. Mr Malik told the Tribunal that the Respondent had received a request through Martin & Company shortly after the tenancy started on 12 September 2025 that the Applicant required some repairs to the property. Mr Malik's position was that the Respondent was willing to have the repairs carried out which were relatively minimal. The Respondent believed that the repairs were requested so that the Applicant could invite family members or other people to stay in the property. Mr Malik told the Tribunal that it is not unknown for tenants to pretend to be sole tenants and then to take in other family members or sub let the property to others. Mr Malik told the Tribunal that the Respondent firmly believed that this was the Applicant's intention and decided to bring the tenancy to an end.

3.9 Mr Malik went on to say that the Respondent disputed the costs claimed by the Applicant. He said there was neither foundation nor vouching for these. In particular he did not believe that the property required deep cleaning. Mr Malik stated that he himself had experience of working in environmental health for many years and he told the Tribunal that deep cleaning was only needed when

a property is unable to be occupied and this was not the case in the tenancy subjects.

3.10 Mr Malik called Mr Hamid Qasim as a witness. Mr Hamid Qasim answered questions put to him by Mr Malik. Mr Qasim's evidence was that he had been present when the original tenancy terms were agreed with Martin & Company. As far as Mr Hamid Qasim was concerned the tenancy was specifically for a sole tenant and due to a connection with Martin & Company Mr Hamid Qasim and the Respondent had comfort that the Applicant was solely occupying the property.

3.11 On being questioned directly by the Tribunal Mr Malik was asked for the issue raised at the CMD to be specifically addressed, namely the Respondent's stated intention to take up occupation of the property as claimed at the time the Notice to Leave was served. Mr Malik told the Tribunal that the Responent had intended to move into the property once he was married, with his wife. Mr Malik told the Tribunal that the Respondent did not in fact become married. He told the Tribunal that the Respondent had intended marrying a lady however the Respondent's family did not approve. He ultimately accepted the views of his family and the marriage did not go ahead.

3.12 Mr Malik was asked about the advertisement of the property for let whilst the Applicant was still in the property as evidenced by the screenshot. Mr Malik conferred with Mr Qasim and told the Tribunal that the advert was only for the lease of one bedroom. The intention at the time the Notice to Leave was served was that the Respondent and his new wife would live in the property and that he would rent out one bedroom to a tenant. Under questioning Mr Malik conferring with Mr Qasim stated that the property had two bedrooms, one bathroom and a kitchen which was on open plan with the living room. Mr Malik was asked why the advertised rent on gumtree of £1,050 for one room, was the same as the Respondent was charging the Applicant for the whole property in terms of the leasey. Mr Malik was unable on conferring with Mr Qasim to answer the question.

3.13 Mr Malik was asked about the relevance of the council tax document which had been produced on the morning of the Tribunal. In particular it was noted by the Tribunal that the date of issue was 4 June 2026. Mr Malik conferred with Mr Qasim and confirmed that it had been requested after the CMD. Mr Malik was asked if payment had been made of the council tax bill of £171.09 and could this be vouched. Mr Malik conferred with Mr Qasim and was unable to clearly confirm that it had been paid and stated that he was unable to provide a receipt to the Tribunal. Mr Malik, on conferring with Mr Qasim, confirmed that the document had been requested of East Renfrewshire Council based on information provided to them by the Respondent. The Tribunal noted that the Council Tax and Water Charges bill made reference to a period of occupancy between 11 October 2025 and 12 November 2025.

3.14 The Tribunal asked the Respondent for the relevance of the period 11 October to 12 November 2025. Mr Malik in conferring with Mr Qasim stated that the

Respondent had moved to stay in the property for a short period when he had been in conflict with his family over his choice of bride. He had ultimately taken their advice, the relationship had been patched up and he had returned to live in the family home. He could not confirm precise dates.

3.15 The Applicant was given the opportunity of cross examining the Respondent. The Applicant told the Tribunal that he had observations to make and that he would make them in his summing up.

3.16 The Tribunal then asked the Applicant to sum up his position. The Applicant's position was unchanged, that he was seeking the wrongful termination order and compensation for unlawful eviction as well as reimbursement of his expenses. He explained that he did not have vouching for the expenses. The expenses were largely cash payments made to individuals or companies to carry out the work. The Applicant stated that he did not believe the Respondent's position. The Applicant's position is that he had no intention of allowing the property to be occupied by anybody other than himself. As he had stated in his written submission his intention in renting the property was that he would be close to his wife from whom he is separated and his daughter who attends school locally. He confirmed to the Tribunal he has a shared care arrangement and that the child would not be living with him nor would other family members. The location of the property was convenient for him to co-parent the child. He confirmed that he continues to live locally to the property and that he continues to live on his own.

3.17 Mr Malik was asked to sum up. He referred to the Respondent's position as being that he genuinely intended occupying the property with his then intended wife and renting out a room to a tenant. The Respondent himself interjected to say that he was one thousand per cent sure that the Applicant had stated in his application that he intended to have family stayhing with him. The Tribunal members considered the application form and a copy was passed to the Respondent. The Respondent founded this assertion on a statement in the application form made by the Applicant that "I bought furniture, had the place cleaned, hired moving companies and also mentally prepared myself and my family for the move". In the interests of fairness the Applicant was asked to respond on this. He explained that he meant that he was preparing his family, that is his estranged wife and his daughter for the fact that he would be living locally and would be continuing to share the parenting. It was specifically not any indication that he was looking to allow family members to stay in the property or to sub let.

4) Findings in Fact

4.1 The Applicant was the tenant of the Respondent in terms of a private rental agreement which commenced on 12 September 2025 at a rent of £1,050 per month.

4.2 On 23 September 2025 the Respondent served Notice to Leave on the Applicant stating that he wished to take occupation of the property as he was to be married and intended to live in the property.

4.3 The Respondent was advertising the property for let on 22 September 2025 as a two bedroomed property at a rent of £1,050 per month.

4.4 The Respondent unlawfully terminated the tenancy.

5) Reasons for Decision

5.1 The issue for the Tribunal was the creditability and reliability of the Respondent's stated intention in the Notice to Leave to take up occupation of the property as claimed at the time the Notice to Leave was served.

5.2 The Tribunal was not satisfied by the Respondent's evidence that he intended to marry and live in the property.

5.3 The Respondent admitted that he advertised the property for rent whilst the Applicant was a tenant and prior to the Notice to Leave being issued.

5.4 The Tribunal did not accept the Respondent's explanation that he believed the Applicant to be intending moving family into the property or sub letting the property to others.

5.5 The Respondent's explanation for recovering possession for himself and at the same time letting the property was not credible. The property is a two bedroomed flat with one bathroom, one kitchen and a living room which incorporates the kitchen. The Tribunal did not accept the Respondent's position that at the time the Notice to Leave was issued he intended that he and his future wife would live in the property and sub let a bedroom together with the use of the kitchen and facilities at the same rent as was being paid by the Applicant for occupation of the whole property.

5.6 The Respondent's father Mr Hamid Qasim's evidence added little to the Respondent's position. The Respondent's father gave no evidence in relation to any prospective marriage, family dispute or the Respondent having actually taken up occupancy of the property.

5.7 The correspondence from East Renfrewshire Council simply stated that a Council Tax and Water Charges bill had been issued on 4 June 2026 in relation to a period from 11 October 2025 to 12 November 2025. The Respondent accepted that this was a bill he had requested based on information he had provided. He was unable to confirm by any other evidence the actual dates he lived in the property and he could not vouch that the bill had been paid.

5.8 The Tribunal found that the Respondent has unlawfully terminated the tenancy preferring the evidence of the Applicant to the evidence of the Respondent and his witness.

6) The Award

6.1 The issue for the Tribunal thereafter was the level of penalty. The Tribunal took into account the clearly wrongful termination. The Tribunal also took into account that the tenancy was for a relatively short period. It was unclear precisely how long the Applicant had stayed in the property but it was believed to be around one month.

6.2 The Tribunal took the view that whilst there were little mitigating factors as far as the Respondent himself was concerned, the Applicant had been established in the property for a relatively short period prior to the Notice to Leave being issued. He is a single man and had the use of the property for around a month. The Tribunal decided that the penalty to be issued in all the circumstances fell at the middle range of the level of penalties open to the Tribunal. In the circumstances the Tribunal ordered a penalty equivalent to two times the monthly rent, a total of £2,100. The Tribunal did not include the Applicant's stated expenses in this figure as there was insufficient vouching before it.

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.

H Macandrew **9th October 2026**

Legal Member/Chair **Date**