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 71 of the Private Housing (Tenancies)(Scotland) Act 2016 ("the 2016 Act")

Chamber Ref: FTS/HPC/CV/25/0338

Re: Property at 11, 0/1 Percy Street, Glasgow, G51 1NY ("the Property")

Parties:

Mr Niam Shaukat, 282, 1/2 Paisley Road West, Glasgow, G51 1BQ ("the Applicant")

Mr Sarwar Khan Afridi, 11, 0/1 Percy Street, Glasgow, G51 1NY ("the Respondent")

Tribunal Members:

Craig Chisholm (Legal Member) and Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order should be made against the Respondent in favour of the Applicant for payment in the sum of Fifteen Thousand and Six Hundred Pounds (£15,600.00) Sterling

Background

1. By application dated 23 January 2025, the Applicant sought an order in terms of rule 109 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Procedure Rules").

2. On 22 April 2025, the application was accepted by the Tribunal and referred for determination.

3. A case management discussion (CMD) took place on 4 September 2025. The Applicant was represented by Mr MacAulay. The Respondent was not present or represented. An eviction order was sought by the Applicant. The tribunal was not satisfied at the CMD to grant an order for eviction, indicating the

Respondent, whilst not represented at the CMD, evinced a desire to defend proceedings and he was allowed a final opportunity to state a defence. Accordingly, a Hearing on evidence was fixed.

4. Following the CMD on 4 September 2025, the Tribunal issued a direction seeking the Respondent to provide written representations setting out his proposed defence by 16 October 2025. On 23 October 2025, the Respondent lodged a document entitled “Response in Defence of the Application”. In essence the defence purported that the Property was in very poor condition upon commencement of the Lease in December 2022 and the Applicant agreed to carry out works and failed to do so.

5. A Hearing took place on 11 March 2026. The Applicant was represented by Mr MacAulay. The Respondent was present. The Tribunal clarified with the Respondent that his position was that the Property is in a state of disrepair as a result of the Applicant’s failure to meet his repairing obligations and is withholding rent as a result. The Applicant’s representatives made submissions the Applicant had attempted to gain access to assess the state of the Property and had been refused entry. The Applicant was not present. In light of that, the Applicant’s representative sought to adjourn proceedings to allow for witness attendance. The Tribunal adjourned proceedings.

6. Following the Hearing on 11 March 2026, the Tribunal issued a direction requiring the Respondent to provide written representations specifying the items of disrepair in the Property, when they arose, when the items were reported to the Applicant, and whether they have been attended to. The Applicant was required to provide written representations specifying what efforts were made to access the Property and how he was prevented from doing so, and to produce an updated rental statement. On 22 April 2026, the Respondent lodged a document entitled “Response in Accordance to the Notice of Direction”. In essence, the Respondent identified six issues with the Property, stating the issue, when it arose, when it was reported and whether action had been taken. On 10 May 2026, the Applicant lodged two statements purporting to be from tradespersons who attended the Property and an updated rental statement stating arrears of £18,850.00.

7. A Hearing was due to be heard on 7 July 2026. This was postponed at the request of the Applicant’s representative.

The Hearing

8. A Hearing took place on 16 October 2026 *via* telephone conference call. The Applicant was represented by Mr MacAulay. The Respondent was personally present.

9. The Tribunal explained the purpose of the Hearing and the powers available to the Tribunal to determine matters.

10. The Tribunal asked various questions of the parties with regard to the application.

11. The Applicant's representative confirmed that the Applicant wished the Tribunal to make an order for eviction.

12. The Respondent confirmed he was opposed to an order being made.

13. Evidence was heard from the Applicant and Applicant's representative that since the last Hearing attempts were made to assess the condition of the Property. Submissions were made that contact with the Respondent occurred in June regarding access and it was agreed between parties for tradespersons to attend 29 June 2026. Submissions were made that the tradesperson attended on 29 and 30 June 2026 and they were unable to access the Property. Submissions were made to previous attempts to access the Property and access was obtained in October 2023 regarding an issue to the boiler. It was submitted a repair was effected. Further reference was made to WhatsApp messages from April 2024 purporting to show the Applicant asking for measurements for flooring on several occasions without response. Submissions were made that no rent had been paid by the Respondent with the exception of 2 payments totalling £800 since January 2024, although when questioned the Applicant appeared to suggest arrears had occurred prior to that. The Applicant's representative submitted the arrears were significant and the Respondent's actions of withholding rent were not justified, particularly when efforts had been made to attempt the Property to effect repairs.

14. Evidence was heard from the Respondent that the issues described in his document "Response in Accordance to the Notice of Direction" were still present and had not been resolved. He submitted he was willing to engage with the Applicant to affect repairs. The Respondent accepted someone attended at the Property in June 2026, but he did not hear the door being knocked. He submitted the Applicant was non-committal to accessing the Property and emails that were not lodged would demonstrate this. The Respondent stated his family moved into the Property in August 2023, and he was pushing to have issues sorted out between then and October 2024, and no issues were resolved. He stated because of that, action had to be taken and admitted to stop paying rent in October 2024, and owing rent between October 2024 and October 2026, which amounted to £15,600. He stated he

did not pay due to sub-standard conditions. The Respondent stated he had the funds to pay this amount if repairs were effected. The Respondent stated legal advice was sought by Govan Law Centre when this application was first raised against him. The Respondent stated he had never received any advice regarding available recourse to seek a Repairing Standard Enforcement Order by the Tribunal if he did not believe the Applicant was meeting the Repairing Standard. The Respondent stated he had not spoken with the local council to seek accommodation should he and his family be made homeless. The Respondent state he has made minimal effort to sort alternative private lets in the area as his young child attends the local primary school.

Findings in Fact

15. The Applicant is the registered owner of the Property.

16. The Applicant and the Respondent are respectively the landlord and tenant under a Private Residential Tenancy Agreement in terms of the 2016 Act for the Property, commencing on 5 December 2022.

17. The agreed monthly rental was £650 per month.

18. Arrears have accrued since January 2024. The amount of arrears at the date of the Hearing was £15,600.

19. Appropriate accounting had been provided in respect of the outstanding rent as at the date of the application to the Tribunal.

20. The Respondent was not entitled to withhold rent due to the state of the repair of the Property and had failed to meaningfully engage with the Applicant to allow access for any repairs required to be effected.

Reason for Decision

21. The Tribunal preferred the evidence of the Applicant's representative regarding whether significant sums of rent were, outstanding, or not.

22. The Applicant stated the level of arrears were over £21,000 stating the Respondent had failed to pay rent between January 2024 and October 2026. The Respondent confirmed payment of rent had not been made between October 2024 and October 2026.

23. The Tribunal exercised the power within rule 17 of the Procedure Rules and determined that a final order should be made at the CMD.

Decision

24. The order for payment of the sum of £15,600.00 is granted.

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.

Craig Chisholm

Legal Member/Chair **Date: 16th October 2026**