



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/25/2132**

**Re: Property at 268 O'Hare, Bonhill, Alexandria, Dunbartonshire, G83 9DT ("the Property")**

**Parties:**

**Moniri Properties Ltd, 3 Halsbury Court, Halsbury Close, Stanmore, Greater London, HA7 3DX ("the Applicant")**

**Mr Nicholas David Fawcett, Miss Lisa McKinnon, 18 Rouen Crescent, Barley Meadows, Cramlington, NE23 6FE; 78 Cook Road, Balloch, Alexandria, G83 8DL ("the Respondent")**

**Tribunal Members:**

**Alastair Houston (Legal Member) and Melanie Booth (Ordinary Member)**

**Decision (in absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment of £1109.45 be made in favour of the Applicant**

**1. Background**

- 1.1 This is an application under rule 111 of the Chamber Rules. The Applicant sought an order for payment of £1109.25 allegedly due in respect of unpaid rent accrued during the term of the tenancy. The application was accompanied by copies of the written tenancy agreement between the parties and a rent statement.
- 1.2 Prior to the Case Management Discussion on 12 January 2026, the First Named Respondent had lodged two sets of representations. The first made an offer of repayment of the debt, the second raised an issue as to the execution of the written tenancy agreement in that he disputed that he had ever signed the agreement. At the Case Management Discussion, the First

Named Respondent reiterated this point and also referred to having withheld payment of rent due to the Applicant's failure to carry out repairs to the property.

1.3 Following the Case Management Discussion, a direction had been issued to the parties. This required the Applicant to provide copies of correspondence and Whatsapp messages between the Applicant's representative letting agent and the First Named Respondent prior to and during the course of the tenancy. No information had been received by the Tribunal.

1.4 The First Named Respondent had contacted the Tribunal by email on 15 May 2026. He advised that he was not going to attend the hearing due to work and reiterated his position regarding him not being party to the tenancy agreement. No further documentation or representations were received from either respondent.

## **2. The Hearing**

2.1 The Hearing took place on 1 June 2026 by teleconference. The Applicant was represented by Mrs Spence of McTurk and Muir Lettings. Neither Respondent was present nor were they represented.

2.2 The Tribunal canvassed the Applicant's representative with regards to the First Named Respondent's absence. She advised that the application was still insisted upon. The Tribunal took the view that the First Named Respondent's email of 15 May 2026 was not a request for a postponement, rather, simply notice he did not intend to attend. Even if it were such a request, the Tribunal would not have granted it given that notification of the Hearing had been given on 29 April 2026.

2.3 The Tribunal raised the issue of non-compliance with the direction. Mrs Spence apologised for that and advised she believed the required documentation had been sent. Upon checking, it appeared it had not. The Tribunal considered that it could proceed with the Hearing in any case and Mrs Spence was the sole party to give evidence in respect of the application.

2.4 Mrs Spence confirmed that she was a lettings manager with McTurk and Muir Lettings. She was involved in the checking of references of the Respondents and contacting them in respect accrued rent arrears. The private residential tenancy in respect of the property began on 27 October 2023. It ended on 19 June 2024. Rent went unpaid from November 2023. At its termination, £3392.29 was unpaid. A payment of £2000.00 was received from a charity following the end of the tenancy. The First Named Respondent thereafter made further payments. As at the time the application was made, and at the hearing, £1109.45 was outstanding. During the tenancy, payments were received from both Respondents in respect of the rental due.

2.5 The property was offered to the Respondents after they had unsuccessfully applied for another property advertised by the Applicant's representative. The Second Named Respondent had viewed the property. Terms and conditions regarding an offer of a tenancy were emailed to the First Named Respondent who then paid a holding deposit which would be deducted from the tenancy deposit payable pending references being taken. References were taken in respect of both Respondents. The tenancy agreement was signed digitally on 27 October. The First Named Respondent signed first. The agreement would then have been forwarded to the Second Named Respondent for signing and then returned to Mrs Spence's colleague, Mr McPhee, who signed on behalf of the Applicant. An executed copy of the agreement would then have been emailed to all parties. Further copies would then have been provided to the Respondents once they had moved in along with information such as copied of gas safety checks. Copies of the tenancy agreement were sent to [ndf1290@gmail.com](mailto:ndf1290@gmail.com) and [lisamackinnon1991@gmail.com](mailto:lisamackinnon1991@gmail.com), being the email addresses held for the First and Second Named Respondents respectively. At no time was any issue raised by the First Named Respondent as to his designation as a tenant in terms of the agreement. Most communication was with the Second Named Respondent but the First Named Respondent would be copied in to all communication as lead tenant. He paid the deposit in respect of the agreement and arranged the commencement date. He made payment towards rent during the tenancy. He contacted the Applicant's representatives on 18 March 2024 to report an issue with the boiler and access was arranged with him in respect of this. The only other contact regarding repairs needed to the property was on 27 May 2024 when the First Named Respondent reported that the oven was not working properly and the heating had also not been working for around one week. Mrs Spence did not have access to the system to confirm if those repairs were completed in advance of the end of the tenancy. The First Named Respondent had given notice to end the tenancy.

2.6 In terms of submissions, Mrs Spence simply reiterated that there was a tenancy agreement between the Applicant the Respondents under which the latter were jointly and severally liable for rent. In terms of that agreement, the sum sought remained unpaid.

### **3. Findings In Fact**

3.1 The private residential tenancy agreement in between the parties commenced on 27 October 2023. The rent due in terms of the agreement was £950.00 per calendar month.

3.2 The Respondents were joint tenants in terms of the tenancy agreement and were jointly and severally liable for payment of rent. Both Respondents signed the tenancy agreement digitally on 27 October 2023.

3.3 Copies of the executed tenancy agreement were provided to both Respondents.

3.4 The First Named Respondent made payment of the holding deposit and tenancy deposit due in terms of the agreement. Both Respondents made payment towards the rent during the course of the tenancy.

3.5 Both Respondents corresponded with the Applicant's letting agent during the course of the tenancy in respect of inspections and to report repairing issues.

3.6 The private residential tenancy agreement ended on 19 June 2024. The First Named Respondent had given notice to end the agreement to the Applicant's letting agent.

3.7 At the end of the tenancy agreement, £3392.29 in rent was unpaid.

3.8 Following a payment from a charity and payments by the First Named Respondent after the end of the tenancy, £1109.45 remained outstanding.

#### **4. Reasons For Decision**

4.1 At the Case Management Discussion and in his representations to the Tribunal, the First Named Respondent raised two issues as to why the sum sought by the Applicant ought not to be due by him. Firstly, he submitted that he was not a tenant, rather, only an occupier of the property and either the Second Named Respondent or the Applicant's representatives had signed the tenancy agreement without his consent. Secondly, he submitted that, due to repairing issues with the property, payment of rent was entitled to be withheld.

4.2 The Tribunal accepted the evidence of Mrs Spence with regards to who was party to the private residential tenancy agreement. The First Named Respondent had been emailed the agreement for signing and he had been sent an executed copy of the agreement with no issue as to his designation as a tenant being raised at the time. He made payment of the deposit and contributed towards payment of rent during the tenancy. He made payment towards the arrears following the end of the tenancy. There was no evidence before the Tribunal to suggest that anyone other than the First Named Respondent has signed the tenancy agreement and was not a tenant of the property. The Tribunal concluded that both Respondents were joint tenants under the private residential tenancy agreement.

4.3 There was no material before the Tribunal to suggest that the Applicant had breached their repairing obligations. Neither Respondent lodged any documentary evidence nor attended the hearing to give evidence. The Applicant's representative advised the Tribunal that the only record of repairs being reported were on 18 March 2024, being an issue with the boiler, which was attended to and, subsequently, on 27 May 2024. In the absence of any evidence being presented to the Tribunal that the property was below the required standard and that the Applicant had failed to effect

repairs within a reasonable time, the Tribunal found that the full sum sought by the Applicant was due and owing.

### **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.**

# A Houston

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**Legal Member/Chair**

**1 June 2026**  
**Date**