



**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 (Act)**

**Chamber Ref: FTS/HPC/CV/24/3949**

**Re: Property at 1/1 16 Blochairn Place, Glasgow, G21 2EE (“the Property”)**

**Parties:**

**Mr Popoola Akande, 22 Wellsgreen Court, Glasgow, G71 7UZ (“the Applicant”)**

**Mr Chukwuma Brendan Njoku, 1/1 16 Blochairn Place, Glasgow, G21 2EE (“the Respondent”)**

**Tribunal Members:**

**Alan Strain (Legal Member) and Ann Moore (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment be granted in the sum of £10,570.**

**Background**

This is an application under Rule 111 of ***The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (Rules)*** and section 71(1) of the Act in respect of a claim for payment of rent arrears, late payment charges and remedial works.

The Tribunal had regard to the following documents:

1. Application dated 5 July 2025 and supporting documents;
2. Written Representations from the Respondent dated 4 March 2025 and documents attached;
3. Written Representations from the Applicant’s Representative dated 26 March 2025 and 11 August 2025;
4. Written Representations from the Respondent dated 24 April, 20 May and 31 July 2025.

## Hearing

The case called for a Hearing by telephone on 18 August 2025. The Applicant did not participate but was represented by his friend, Mr Odukudo who managed the Property on his behalf. The Respondent participated and represented himself.

The Tribunal explained the procedure to be followed and that the respective written submissions were taken as read.

The Tribunal then heard from both Mr Odukudo and Mr Njoku.

### *Mr Odukudo*

Mr Odukudo's position was that the Respondent had put locks on the doors to the Property without authorisation and damaged the doors. He estimated the cost of repairs to be in the region of £500. He did not have a written estimate for this.

He also stated that the Respondent had occupied and sublet a second room in the Property. He had also put a lock on it. He had written to the Respondent about this and advised that he was charging rent for this. He did not have a written agreement or lease in respect of the second room with the Respondent. He sought to charge £460 per month for a period of 4 months in respect of the second room.

He spoke to the level of rent arrears as detailed in his written submissions.

### *Mr Njoku*

Mr Njoku accepted that he was a tenant and that the monthly rent had been agreed at £510 for the room in the Property.

He had not kept the unpaid rent. He would pay any arrears found to be due by the Tribunal.

The amount paid/unpaid was as set out in the Applicant's rent statement.

The reason he had not paid was that he had never received a written tenancy agreement and did not know what he was paying for. There were no locks in the Property and it was unsecure. He installed locks himself without authorisation from the Applicant and he never gave him a key.

He did move some of his belongings into a second room in the Property for a short period of time. He never sublet this room.

His written submissions detailed issues with the Property such as a faulty fridge for which he had paid the repair costs, inadequate heating and issues regarding the power supply. He also complained of incidents of unauthorised access by the Applicant's Representative.

He was in the country on a visa and did not have access to public funds. He had not been in contact with the local authority regarding the eviction application. He had been in contact with various housing associations and was on a waiting list with one.

He had obtained advice regarding the application from CAB.

## **Decision and Reasons**

The Tribunal considered the documentary evidence it had received and the evidence it had heard during the course of the Hearing. In so far as material the Tribunal made the following findings in fact:

1. The Parties let the subjects under a PRTA commencing 4 February 2023;
2. The monthly rent was £510 which reduced to £460 in August 2024;
7. The Respondent has not paid rent since February 2024 and is currently in arrears of £10,570. He lives in the Property on his own and is not in receipt of benefits;
3. The Respondent has not offered any payment plan and will not pay rent until the Tribunal has reached a decision in this case;
4. The Respondent installed locks in the Property without authorisation from the Applicant and did not provide the Applicant with a key;
5. The Respondent moved his belongings into the second room in the Property for a short period of time;
6. No agreement was reached between the Parties in respect of renting the second room;
7. No agreement had been made between the Parties for the application of late payment charges.

The Tribunal was satisfied that the arrears of rent in the amount of £10,570 had been established and it was reasonable to grant an order for payment in that amount.

The Respondent had not provided any good reason to suggest why it would not have been reasonable to grant the order.

The fact that there was no written tenancy agreement in place, whilst unsatisfactory, did not mean that a tenancy had not been created. Clearly the Parties had agreed that the Respondent would let the room from the Applicant at an initial rent of £510.

The Respondent had not notified the Applicant of any intention to withhold payment of rent and had not kept the rent money. He had not raised any separate application under Rule 111 for payment in respect of costs incurred by him in respect of the repair to the fridge (which was disputed in the Applicant's written submissions which included a letter from his co tenants) or for any damages in respect of issues he had with the Property such as the heating. Those issues, if established, did not provide any reason for non-payment of the rent.

The Applicant has not repaired the doors alleged to have been damaged. The Tribunal accordingly make no findings in this regard. If and when the costs are incurred the Applicant may apply to the Tribunal under Rule 111.

The Parties did not enter into any agreement regarding the second room and accordingly the Tribunal do not find that the Applicant is entitled to rent in the sums claimed.

The Parties did not have any agreement to apply a late payment charge as claimed by the Applicant. The Tribunal find that the Applicant is not entitled to payment of the late payment charge.

### **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 Strain

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**Alan Strain**  
**Legal Member/Chair**

**18 August 2025**

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**Date**