



**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/24/0008**

**Re: Property at 26 Tower Avenue, Barrhead, Glasgow, G78 1DN (“the  
Property”)**

**Parties:**

**Mr Mohammed Aleem Akram, 111 McCulloch Street, 2/1, Glasgow, G41 1NT  
 (“the Applicant”)**

**Ms Marion Stevenson Cunningham, UNKNOWN, UNKNOWN (“the  
Respondent”)**

**Tribunal Members:**

**Yvonne McKenna (Legal Member) and Frances Wood (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an Order for Payment is made in favour of the  
Applicant due by the Respondent in the sum of £1250**

**Background**

1. The Applicant seeks a Payment Order in respect of rent arrears said to be lawfully due by the Respondent to the Applicant under a tenancy between the parties.
2. In support of the application the Applicant submitted the following:-
  - (i) Copy Private Residential Tenancy Agreement (PRT) between the parties.
  - (ii) 3 Pre-action letters sent by the Applicant to the Respondent and proof of posting.
  - (iii) Bank statements for the Applicant for the period June, July, August and September 2023.
  - (iv) Rent Statement for the period 28 April 2023 to 31 January 2024.
  - (v) ‘Whatsapp’ messages exchanged between the parties.

3. The Tribunal was also in receipt of the Title Sheet which confirmed the Applicant to be the registered owner of the property.

4. By Notice of Acceptance of application dated 11 March 2024, a Legal Member with delegated powers from the Chamber President intimated that there were no grounds upon which to reject the application.

5. The application was therefore referred to a Case Management Discussion ('CMD').

6. The first two CMDs were postponed at the request of the Respondent.

7. Two CMDs took place on 14 January 2025, and on 1 April 2025.

8. This application had been conjoined with a CMD for the Property in relation to an application lodged with the Tribunal under Rule 109 under Chamber Reference FTS/HPC/EV/24/0007 in relation to an application for Eviction under Ground 1. The eviction application was withdrawn by the Applicant at the second CMD on the basis that it was no longer required as the tenancy had ended and the Respondent had left the Property.

9. Since the date of the first CMD, the Applicant had lodged written representations on 3 February 2025, 6, 7, 18 and 27 March 2025.

10. The Respondent had lodged written representations on 30 January 2025, 3, 11 and 18 March 2025.

11. The original application for rent arrears was for £1500. The Applicant had in terms of his submissions of 18 March 2025 sought to increase the amount claimed to £1900. This is the amount that he is seeking. An updated rent statement had been lodged.

12. The Tribunal had explained to parties at the CMDs that the action for payment was disputed and would require to be dealt with at a full evidential Hearing.

### **The Hearing**

13. An evidential hearing took place on 27 August 2025 by teleconference. Both parties were present.

14. The Respondent had been directed to lodge any further documentation following the last CMD. She accepted she had not done so, and said that she just wanted this whole chapter closed.

### *Evidence of the Applicant (Summary)*

15. The Applicant said that he had contacted the Respondent on 2 or 3 March 2025 and had been told by her that she had left the Property. He had charged the final

month's rent because the Respondent had not given him a month's notice in writing that she was leaving. She should have provided him with that, and he was not 100% sure of when she was leaving. It was only when the Applicant told him that she had left, that he had changed the locks. He had changed the locks on 3 March 2025. He had been told to do so, he thought initially, by the courts. He then recalled that it had been the police who had advised him to do so, after he had reported criminal damage at the Property. He confirmed that he had always received the rent direct from the Applicant and had not received any payments direct from any benefits agency. He said that he had given the Applicant a reference for another tenancy stating that there were no rent arrears on the understanding that the Applicant cleared the rent arrears once the reference was given, but that she had not done so.

### *Evidence of the Respondent (Summary)*

16. The Respondent stated that she was now willing to accept that the rent was due up until the 28 February 2025, but she did not accept that the final month's rent was due for the month commencing 28 February 2025. She would therefore accept an Order for Payment in the amount of £1250.

17. She had left the Property on 1 March 2025. She said that the Applicant had changed the locks within a week of her leaving, and had provided her with a new reference for her current tenancy stating that she did not owe any rent arrears. She therefore queried how she should be liable for the final month's rental which had been charged to her. She did not live at the Property and had no way of gaining access as the locks had been changed. She had never been spoken to by the police regarding criminal damage.

### **Findings in Fact**

18. The Applicant and Respondent entered into a tenancy agreement relative to the Property which commenced on 28 August 2021.

19. In terms of the tenancy agreement between the Applicant and the Respondent the rent payable was £650 per calendar month payable on the 28<sup>th</sup> of the month, and in advance.

20. The Respondent vacated the Property on or around 1 March 2025.

21. No formal notice in writing to end the tenancy was provided by the Respondent to the Applicant.

22. On or around 2 March 2025, the Respondent advised the Applicant verbally, that she had left the Property.

23. The Applicant changed the locks to the Property on 3 March 2025.

24. The Respondent was not living at the Property from 1 March 2025, and was unable to access the Property for the period 3 March 2025 onwards.

25. As at 28 February 2025, the Respondent was in rent arrears to the extent of £1900.

26. The Respondent is due an abatement of rent for the month commencing 28 February 2025 of £650.

27. The Applicant is entitled to a Payment Order in the sum of £1250.

### **Reasons for Decision**

28. A landlord must give possession at the commencement of the lease, and maintain the tenant in possession throughout the period of the lease. There has been derogation from the grant, and in the circumstances we do not accept that the Applicant is entitled to the rental for the last month. In the circumstances the Applicant is entitled to a Payment Order in the sum of £1250 to represent the arrears of rent due under the tenancy.

### **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.**

**Yvonne McKenna**

**27 August 2025**

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**Legal Member/Chair**

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**Date**

Yvonne McKenna