

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**

Chamber Ref: FTS/HPC/CV/24/4960

Re: Property at 71 Corbieshot, Edinburgh, EH15 3RZ (“the Property”)

Parties:

Lanagh Ltd, 12 Blackchapel Rd, Edinburgh, EH15 3QU (“the Applicant”)

**Mr Mohammad Owais Riaz, Ms Mariyam M Ahmed, 71 Corbieshot, Edinburgh,
EH15 3RZ; 71 Corbieshot, Edinburgh, EH15 3QU (“the Respondent”)**

Tribunal Members:

Andrew Upton (Legal Member) and Ahsan Khan (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to make payment to the Applicant in the sum of EIGHT THOUSAND FIVE HUNDRED AND FIFTY-FOUR POUNDS (£8,554.00) STERLING

Statement of Reasons

1. This Application called for a Hearing by teleconference call on 20 January 2026 alongside the related application EV/24/5534. The Applicant was represented by Mrs Rashevskaja. The First Named Respondent was not present or represented. The Second Named Respondent was represented by Miss Bennett of CHAI, and was also present. The Tribunal arranged for an interpreter to attend the Hearing to assist the Second Named Respondent.
2. In this Application the Applicant seeks payment of a sum said to have fallen due as rent arrears together with late payment charges in terms of the Private Residential Tenancy Agreement between the parties.

3. At the beginning of the Hearing, Mrs Rashevskaja invited the Tribunal to amend the Application by increasing the sum claimed for from £8,334 to £8,554. That motion was not opposed by the Respondent. The Tribunal allowed the amendment.
4. Thereafter, Miss Bennett confirmed that there was no dispute that the sum claimed for was due. Miss Bennett queried whether the application of a late payment charge each month by the Applicant was reasonable, but accepted that if it was then the late payment charges sought were due given that rent was paid late every month that the Applicant claimed it had been.
5. In terms of the Private Residential Tenancy Agreement between the parties:-

Rent

10. Subject to the provisions of this Agreement, the rent for the Property is £1150.00 per month (the "Rent").
 11. The Tenant will pay £575 on signing and first months rental of £1150/- on entry, and then additional £575 with 2nd month rental and then £1150/- on or before the 5th of each and every month of the Term to the Landlord by standing order to beneficiary Langah Limited account.
 12. The Tenant will be charged an additional amount of 5% of the Rent for any late payment of the Rent.
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6. The rent payable is £1,150. The rent required to be paid on or before the fifth day of each calendar month. If rent, or any part of the rent, was late in being paid then the Applicant was entitled to charge 5% of the late payment on top of the rent. It is not a question of reasonableness. It is a question of whether the rent was late in being paid or not. If the rent was late, the Applicant was entitled to apply a late payment charge.
 7. Accordingly, the Tribunal determined that the Respondent is liable to make payment to the Applicant in the sum of £8,554. The Tribunal's decision was unanimous.

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.

Andrew Upton

Legal Member/Chair

Date: 20/01/2026