



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/25/0921

Re: Property at 0/2 122 Victoria Road, Glasgow, G42 7JD (“the Property”)

Parties:

Ms Amina Wasim, 77 Seres Road, Glasgow, G76 7PG (“the Applicant”)

Mr Talha Moqsud, 1 Longdyke Place, Falkirk, FK2 8TD (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to pay the Applicant the sum of One thousand seven hundred and seventy five pounds (£1775) Sterling.

The Tribunal therefore made an order for payment in the sum of £1775.

Background

- 1 This is an application for a payment order under rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 23 January 2026. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers.
- 3 Both parties were invited to make written representations. No written representations were received in advance of the CMD.

The CMD

- 4 The CMD took place on 23 January 2026 by teleconference. The Applicant was represented by Ms Alison McCoy of Regent Property Glasgow Ltd. There was no appearance by or on behalf of the Respondent. The Tribunal was satisfied that he had been given proper notice of the CMD under Rule 17(2) of the Rules. Accordingly, the Tribunal delayed the start time of the CMD for a short period before determining to proceed in his absence.
- 5 The Tribunal proceeded to hear submissions from Ms McCoy on behalf of the Applicant. The following is a summary of the key elements of the submissions.
- 6 Ms McCoy confirmed that the Respondent had contacted her office on 1 December 2025 to confirm the total amount owed. She had provided him with this and had asked him to get in touch to discuss arrangements for payment. No further contact was made by the Respondent. The tenancy of the property commenced on 14 June 2022. The tenants started to fall behind on their rent not long after the tenancy commenced. The Applicant has only one rental property. She decided that she wished to have a family member residing in the property and gave the tenants a notice to leave on that basis. The tenants then stopped paying rent. The tenancy deposit had been put towards damages at the end of the tenancy. The tenants had refused to provide forwarding details and had refused to respond to correspondence. The Applicant had therefore decided to pursue the Respondent as the guarantor under the tenancy agreement.

Findings in fact

- 7 The Applicant is the owner and landlord, and the Respondent was the guarantor for the tenants, of the property in terms of a private residential tenancy agreement, which commenced on 14 June 2022.
- 8 The Respondent guaranteed all payments of rent which the tenants were required to pay under the terms of the private residential tenancy agreement.
- 9 The rent due under the terms of the tenancy agreement was £795 per month.
- 10 The tenants did not pay rent as agreed.
- 11 The private residential tenancy terminated on 10 March 2025.
- 12 As at the date of termination rent arrears in the sum of £1775 were outstanding.
- 13 Despite requests from the Applicant the Respondent has delayed in making payment of the sum due.

Reasons for decision

- 14 The Tribunal was satisfied that it could make relevant findings in fact to reach a decision on the application at the CMD based on the documentary evidence and submissions from the Applicant. The Respondent had not sought to oppose the application and as such there was no contradictory evidence before the Tribunal.
- 15 The Tribunal therefore accepted that the Respondent had a contractual obligation to guarantee all payments of rent due by the tenants of the property, having had sight of the private residential tenancy agreement which he had signed as guarantor. The Tribunal was satisfied based on the rent statement produced that the tenants had accrued arrears in the sum of £1775. The Respondent is therefore liable to pay the sum of £1775 to the Applicant.
- 16 Accordingly the Tribunal made a payment order in the sum of £1775 against the Respondent.

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.

Legal Member/Chair

Ruth O'Hare

Date 23 January 2026