



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/25/3579

Re: Property at Flat 2/1, 4 Carlestone St, Glasgow, G21 1TA (“the Property”)

Parties:

Miss Emma Garcia-Delgado, Flat 2/1, 21 Wardie Road, Glasgow, G33 4NL (“the Applicant”)

Craig Hepburn, Ms Aisosa Eunice Usoh, Couplaw, Strathaven, ML10 6RW; Flat 2/3, 25 Elizabeth Street, Glasgow, G51 1SP (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the second Respondent is liable to pay the Applicant the sum of Six hundred and twenty pounds (£620) under the terms of the private residential tenancy agreement between the parties.

The Tribunal therefore made an order for payment in the sum of £620 against the second Respondent.

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 and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”). The Applicant sought to recover overpaid rent and costs from the Respondents.
- 2 The application was accepted and referred to a case management discussion (“CMD”) to take place by teleconference on 3 February 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 Respondents by sheriff officers on 19 and 23 December 2025.

- 3 The Tribunal invited parties to make written representations in advance of the CMD. On 4 January 2026 the Tribunal received written representations from the first Respondent. In summary, the first Respondent explained that he had rented out the property to the second Respondent and had no knowledge of the Applicant. It appeared the second Respondent had sub-let the property without his consent. The first Respondent provided a copy of the tenancy agreement between himself and the second Respondent and evidence of rent payments.
- 4 No written representations were received from the Applicant nor the second Respondent in advance of the CMD.

The CMD

- 5 The CMD took place on 3 February 2026 by teleconference. The Applicant joined the call. Neither Respondent was in attendance. The Tribunal noted that the first Respondent had submitted written representations setting out his position. However, no representations had been received from the second Respondent and she had provided no explanation for her failure to attend. The Tribunal was satisfied that she had been given proper notice of the CMD under rule 17(2) of the Rules. The Tribunal therefore delayed the start time of the CMD for a short period before proceeding in her absence.
- 6 The Tribunal had the following documents before it:-
 - (i) Form F application form;
 - (ii) Title sheet confirming the first Respondent as the registered owner of the property;
 - (iii) Copy private residential tenancy agreement between the Applicant and second Respondent;
 - (iv) Excerpts of text messages between the Applicant and second Respondent;
 - (v) Photographs of the property; and
 - (vi) The first Respondent's written representations.
- 7 The Tribunal explained the purpose of the CMD. As a preliminary matter, the Tribunal noted the terms of the first Respondent's written representations. The Applicant agreed that he was not involved in the matter. She had only uncovered his details after obtaining the title deeds for the property. The Tribunal therefore agreed to remove the first Respondent as a party to the application under rule 32 of the Rules. The Applicant had no objection to this.
- 8 The Tribunal proceeded to hear submissions from the Applicant. The following is a summary of the key elements of the submissions.
- 9 The Applicant explained that the property had been uninhabitable from the day she moved in on 2 August 2025. The toilet was not functioning properly and

could not be used safely. The washing machine did not work. The property lacked basic sanitation and washing facilities. There was no working shower. The Applicant reported these issues immediately to the second Respondent. The second Respondent acknowledged the issues but did not confirm a timescale for repairs nor did she propose any effective remedies. The Applicant subsequently discovered, after obtaining the title deeds, that the second Respondent had unlawfully sub-let the property.

- 10 The Applicant noted the first Respondent's representations in which he stated that the property had been let unfurnished. The appliances belonged to the second Respondent. They were her sole responsibility. The first Respondent had also confirmed that he had provided the second Respondent with contact details for a plumber. However, she had failed to take any action regarding the toilet. The Applicant had concluded that her continued occupation of the property was unsustainable. She vacated on 12 August 2025. She incurred moving costs in the sum of £40 due to the urgency of having to secure alternative accommodation. She was seeking repayment of the first months rent in the sum of £580 along with the moving costs of £40.

Findings in fact

- 11 The first Respondent is the owner and landlord, and the second Respondent is the tenant, of the property in terms of a private residential tenancy agreement, which commenced on 15 July 2025.
- 12 The second Respondent sub-let the property to the Applicant in terms of a private residential tenancy agreement, which commenced on 2 August 2025. The second Respondent did so without the consent of the first Respondent.
- 13 The Applicant paid the first months rent to the second Respondent in the sum of £580.
- 14 The second Respondent failed to comply with the duties under section 14(1) of the Housing (Scotland) Act 2006 in respect of the property. In particular, the second Respondent failed to ensure the property met the repairing standard under section 13 of that Act, at the start of the tenancy.
- 15 The second Respondent failed to carry out repairs timeously when notified by the Applicant. The Applicant was left without a working toilet, shower and washing machine.
- 16 As a result of the second Respondent's failure to comply with her contractual and statutory obligations, the Applicant was forced to terminate the lease on 12 August 2025. The Applicant incurred costs in the sum of £40 in moving her belongings from the property to her new accommodation.

Reasons for decision

- 17 The Tribunal considered all documentary evidence and submissions in determining whether to make a payment order in this case. The Tribunal was satisfied it had sufficient information to reach a decision on the application in the absence of a hearing and that to do so would not be contrary to the interests of the parties. The second Respondent had not sought to oppose the application and there were no issues to be resolved that would require a hearing to be fixed.
- 18 The Tribunal accepted that the second Respondent had sub-let the property to the Applicant under a private residential tenancy, and because of the second Respondent's failure to comply with the statutory and contractual responsibilities incumbent on a landlord, the Applicant had been given no option but to terminate the tenancy. The Applicant had been left with a non-functioning toilet, shower and washing machine, which essentially rendered the property uninhabitable, and despite repeated requests the second Respondent had failed to take prompt and reasonable action to address the issues. The second Respondent had a duty to ensure the property was compliant with the repairing standard under the 2006 Act prior to letting the property. The Tribunal accepted that she had failed to do so, based on the evidence produced by the Applicant, and the Applicant was entitled to recover the rent she had paid for the property in the sum of £580 and moving costs in the sum of £40.
- 19 The Tribunal therefore made a payment order in the sum of £620 against the second 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.

Ruth O'Hare

5th February 2026

Legal Member/Chair

Date