



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 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/0908

Re: Property at Flat 3/3, 271 Sauchiehall Street, Glasgow, G2 3HQ (“the Property”)

Parties:

McMaster (Holdings) Ltd, Unit 10 Centre Point, 25 Lorne Road, Glasgow, G52 4HG (“the Applicant”)

Mr Rayman Jilani, Flat 3/3, 271 Sauchiehall Street, Glasgow, G2 3HQ (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Eileen Shand (Ordinary Member)

Decision

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 six hundred and fifty pounds and fifteen pence (£1650.15) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal therefore made a payment order in the sum of £1650.15 against the Respondent.

Background

- 1 This is an application for a payment order under section 71 of the 2016 Act and rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The application was conjoined with an application for an eviction order under section 51 of the 2016 Act and rule 109 of the Rules. The Applicant sought to claim unpaid rent from the Respondent.
- 2 The applications were referred to a case management discussion (“CMD”) to take place by teleconference on 10 November 2025 for determination by a

tribunal. 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 in advance of the CMD. On 20 October 2025 the Tribunal received written representations from the Respondent. On 22 October 2025 and 6 November 2025 the Tribunal received updated rent statements from the Applicant's representative, Cowan and Co.

The CMD

- 4 The CMD took place on 10 November 2025. The Applicant was represented by Mr Scott McMaster, who was joined by Mrs Irene McMaster as a supporter. The Respondent also joined the call. Mr McMaster explained that his solicitor was unwell and unable to attend the hearing but he was content to represent the Applicant.
- 5 The Applicant sought a payment order in respect of rent unpaid by the Respondent. Mr McMaster confirmed that the order was sought in the amended sum of £3197.40 as per the rent statement submitted to the Tribunal on 22 October 2025.
- 6 The Respondent confirmed that the arrears arose from a rent increase, which the Respondent disputes, and periods during which the Respondent withheld rent for repairs to be carried out. The roof had collapsed and the Respondent's personal belongings were damaged. The Applicant had verbally agreed that the Respondent could retain the rent in order to compensate for the loss of his belongings.
- 7 The Applicant accepts that the roof of the property leaked on a couple of occasions. However, the Applicant is not responsible for the Respondent's belongings. The Applicant denies there was an agreement for the Respondent to retain rent for that purpose. The Respondent had been directed to liaise with his insurance company. The Applicant denies that the rent increase was unlawful. The rent is fair and reasonable and had been calculated in accordance with the Scottish Government's rent increase calculator.
- 8 Having heard from the parties, the tribunal determined that there were issues to be resolved in the application which meant that a decision could not be reached at the CMD. The issues to be resolved were:-
 - (i) Is the Respondent liable to pay the increased rent of £885.10 per month?
 - (ii) Did the Applicant agree that the Respondent could retain rent for the months of July and September 2023 to compensate him for the loss of personal belongings?

- 9 The CMD was therefore adjourned to an evidential hearing.
- 10 The tribunal issued a Direction following the CMD requiring parties to submit documentary evidence and details of witnesses. On 26 January 2026 the tribunal received an email from the Applicant's representative with a letter from Westgate Estate Agents. No response to the Direction was received from the Respondent.

The hearing

- 11 The hearing was scheduled to take place on 23 March 2026 by teleconference. On 27 February 2026 the Respondent submitted a request for postponement of the hearing on the basis that he had been unable to obtain legal representation. On 5 March 2026 the Tribunal emailed the Respondent requesting he provide evidence in support of his request. The Respondent replied by email dated 8 March 2026 with copy correspondence between himself and various law firms and advice agencies. Due to an administrative oversight, the Respondent's email of 8 March was not passed to the tribunal members.
- 12 The hearing proceeded by teleconference on 23 March 2026. The Applicant was represented by Mr Scott McMaster. The Respondent also joined the call.
- 13 As a preliminary matter, the tribunal considered the Respondent's request for postponement of the hearing. The Respondent explained that he found it difficult to find legal representation and was looking for additional time. The Respondent advised that he was aware that the Applicant was legally represented and he did not want to feel as if he was at an unfair advantage. He was hopeful that some of the firms may have availability in the coming weeks. He confirmed that he would be able to proceed with the hearing if his request for postponement was refused.
- 14 Mr McMaster explained that the Applicant was not legally represented, and his solicitor had only been engaged to assist with the administrative matters in the case. Mr McMaster noted that the notice to leave had been given to the Respondent back in November 2024, which was a reasonable period in which the Respondent could have sought legal advice and gotten representation if required. The Applicant was keen to proceed as the matter was business critical.
- 15 The tribunal adjourned the hearing to deliberate, at which point all parties left the call, before resuming the proceedings. The tribunal determined to refuse the postponement request. The tribunal considered the fact that the Applicant was not legally represented for the purpose of the hearing and therefore the parties were on an equal footing. The tribunal could identify no prejudice to the Respondent were the hearing to proceed. He had shown himself capable of representing himself at the CMD and had been able to submit a comprehensive response to the application. The tribunal therefore determined to proceed with the hearing.

- 16 The tribunal had before it the application and supporting documents including the tenancy agreement, notice to leave and evidence of service, notice under section 11 of the Homelessness etc (Scotland) Act 2003, rent statements, and affidavit. The tribunal also had the Respondent's response to the application, including emails between the Respondent, the Applicant and third parties, photographs, rent increase notice, copy correspondence from the Citizens Advice Bureau and notice to leave, and the Applicant's response to the Direction.
- 17 The tribunal heard oral evidence from the parties. The following is a summary of the key elements of the evidence.
- 18 Mr McMaster gave evidence regarding the rent increase, with reference to the rent increase notice which was in the prescribed form. The rent was increased in August 2024 and the Respondent had not paid the full rent due since that date. Mr McMaster spoke to the full tenement refurbishment scheme that had been underway in the summer of 2023 which had led to water ingress to the property during heavy storms. He noted the Respondent's claim for damaged items but queried why this hadn't been dealt with through the Respondent's contents insurance. Mr McMaster acknowledged that discussions had taken place with the Respondent about whether the Applicant could assist, including a potential reduction in rent if rooms within the property were unusable. Mr McMaster does not believe the Applicant is liable for any damage caused to the Respondent's belongings and the rent for that period remains due. Mr McMaster spoke to the rent statement produced in response to queries from the tribunal members.
- 19 The Respondent gave evidence regarding the water ingress to the property and the impact upon his health and damage to his belongings. He spoke to the email correspondence between himself, the Applicant, and the contractor during that time in which he had requested compensation. He spoke to the verbal agreement reached with the Applicant in terms of which the Applicant agreed the Respondent could retain the rent after the Applicant saw the extent of the damage to the property. The Applicant had never raised this with him again until such time as the Respondent disputed the rent increase. The Respondent explained that he arranged contents insurance once he became aware of the repairs programme but it did not cover works planned in advance. The Respondent spoke to what he believed to be anomalies in the rent statement and confirmed that he had paid rent regularly since September 2023, albeit not the increased rent. The Respondent explained the reasons why he believed the rent increase was invalid.

Findings in fact

- 20 The Applicant is the owner and landlord, and the Respondent is the tenant, of the property in terms of a private residential tenancy which commenced on 21 September 2022.

- 21 In terms of Clause 7 of the tenancy agreement the Respondent agreed to pay rent of £775 per calendar month, payable in advance.
- 22 On 28 April 2023 the Applicant delivered a rent increase notice to the Respondent in the form prescribed by schedule 2 of the Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017 (“the 2017 Regulations”). The notice proposed to increase the rent from £775 per calendar month to £798.25 per calendar month from 21 August 2023. The Respondent did not make a referral to a Rent Officer.
- 23 On 1 May 2024 the Applicant delivered a rent increase notice to the Respondent in the form prescribed by schedule 2 of the 2017 Regulations. The notice proposed to increase the rent from £798.25 per calendar month to £885.10 per calendar month from 21 August 2024. The Respondent did not make a referral to a Rent Officer.
- 24 Between June 2023 and August 2023 the property was affected by water ingress. The water caused damage to the Respondent’s belongings. During that period, a discussion took place between the Applicant and Respondent in terms of which the Applicant discussed the prospect of a rent reduction.
- 25 The Respondent did not pay rent for the months of July and August 2023. The Respondent made partial payment of rent in September 2023 in the sum of £366.75.
- 26 The Applicant did not pursue the Respondent for the unpaid rent for the period July to September 2023 until October 2024 after the Respondent disputed the rent increase. The Applicant tacitly agreed that the rent was not due for that period.
- 27 The Respondent is not liable to pay the unpaid rent for the period July to September 2023.
- 28 The Respondent is liable to pay the sum of £1650.15 to the Applicant, being the increase in rent for the period August 2024 to February 2025.

Reasons for decision

- 29 The tribunal considered all documentary evidence from the parties, the oral evidence from the hearing and the submissions in determining whether paragraph 1 of schedule 3 of the 2016 Act is met in this case.
- 30 The Respondent’s defence to the Applicant’s claim for rent arrears is based on two grounds, firstly that the rent increase imposed by the Applicant in August 2024 was not valid, and secondly that an agreement was reached between the parties in terms of which the Respondent did not require to pay full rent for the period July 2023 to September 2023.

- 31 The tribunal considered the rent increase. The Applicant had delivered a notice to the Respondent by email in the prescribed form required under schedule 2 of the 2017 Regulations, giving at least three months notice of the increase as required by section 22(5) of the 2016 Act. The Respondent had consented to the use of email for the delivery of notices under the terms of the tenancy agreement between the parties. The tribunal therefore determined that the Applicant had complied with the requirements of section 22 of the 2016 Act in its application of the rent increase. The statutory route in terms of which the Respondent can challenge the increase would have been by way of referral to the rent officer. The Respondent did not do so timeously. There is no provision in the 2016 Act in terms of which the tribunal can take the place of the rent officer. Accordingly, the tribunal determined that the rent increase imposed on 21 August 2024 was valid and the Respondent is therefore liable to pay the increased rent, being £1650.15 for the period August 2024 to February 2025.
- 32 The tribunal went on to consider the events that had transpired in the summer of 2023. It was not in dispute that the property suffered from water ingress during that time, and the tribunal accepted that this would have caused significant inconvenience and stress to the Applicant.
- 33 Neither the Applicant nor the Respondent were particularly clear in their evidence on the nature of the verbal discussions that had taken place regarding a rent reduction. Mr McMaster acknowledged that this had been mentioned but was unable to provide further detail as to what precisely had been discussed. The Respondent had indicated that he had agreed with the Applicant a reduction of two months rent, but this did not align with the rent statement which appears to show arrears that span a period greater than two months.
- 34 The tribunal carefully considered the correspondence between the parties during that time. The tribunal acknowledged that the Applicant had stated in an email that a reduction of two months rent was not what was agreed between the parties.
- 35 However, the tribunal had no evidence to suggest that the Applicant had subsequently taken steps to recover the unpaid rent from the Respondent which had accrued between July and September 2023. The Applicant had not provided any correspondence pursuing the Respondent for the debt, albeit Mr McMaster had made general reference to this in his evidence. The tribunal therefore accepted the Respondent's evidence that this had not been raised again until the Respondent took issue with the rent increase in August 2024.
- 36 The tribunal also had difficulties with the rent statement produced by the Applicant. The statement shows rent unpaid in July 2023 and September 2023. However, there is a further entry in September 2024 for the increased rent of £885.10. Mr McMaster confirmed that this would have been rent due during the period of July to September 2023. However, the rent due at that time was £798.25. It appeared to the tribunal that this had been added only once the Respondent's position regarding the rent increase was known. This gave credence to the fact that the Applicant had tacitly accepted that the Respondent

would not be pursued for the rent for the period July to September 2023, only changing position once the dispute over the rent increase arose.

- 37 The tribunal therefore determined that, whilst there may not have been an explicit agreement between the parties regarding the rent for July to September 2023, the Applicant's actions establish tacit agreement that the Respondent was not required to pay rent for that period.
- 38 The tribunal therefore determined that the Respondent is liable to pay the Applicant the sum of £1650.15 in terms of the unpaid rent increase.
- 39 The decision of the tribunal 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.



Legal Member/Chair

Date: 23 March 2026