

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(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)

Chamber Ref: FTS/HPC/CV/24/2417

Re: Flat 4/3, 9 Firpark Court, Glasgow, G31 2GA
 (“the Property”)

Parties:

Mr Rajesh Pokkali, Flat 7/3, 240 Wallace Street, Glasgow, G5 8AU
 (“the Applicant”)

Miss Emma Jane Primrose, 1/3, 120 Thomson Street, Glasgow, G31 1RN
 (“the First Respondent”)

Miss Holli Nicole Trainer, 60 Alloway Drive, Rutherglen, G73 4PP
 (“the Second Respondent”)

(the First Respondent and the Second Respondent together being referred to as “the Respondents”)

Tribunal Members:

Pamela Woodman (Legal Member) and Helen Barclay (Ordinary Member)

Present:

The (resumed) hearing took place at 10am on Thursday 18 June 2026 by videoconference call (“**June Hearing**”). All of the parties were present and none of them was represented. The clerk to the Tribunal was Corran MacKenzie.

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment in the sum of £3,832.32 be granted.

BACKGROUND

1. An application had been made to the Tribunal under section 71(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The

First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 111 (*Application for civil proceedings in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was a payment order against the Respondents.
3. Case management discussions took place on 19 February 2025 (“**CMD 1**”) and 23 October 2025 (“**CMD 2**”) and a hearing took place on 16 March 2026 (“**March Hearing**”), which was adjourned. Notes on CMD 1, CMD 2 and the March Hearing were prepared by the Tribunal and sent by the Tribunal’s administration team to all parties on the e-mail addresses provided by the parties. These notes identified matters which were agreed and the matters in dispute. Following both CMD 2 and Hearing 1, directions were issued to all parties. Reference is made to the full notes of CMD 1, CMD 2 and the March Hearing and the Tribunal’s directions dated 23 October 2025 and 16 March 2026.
4. A notice of acceptance of the application was issued dated 12 September 2024 under rule 9 of the HPC Rules, confirming that the application paperwork had been received between 28 May 2024 and 15 August 2024.
5. This decision arises out of the June Hearing.

PRELIMINARY ISSUE

6. The Second Respondent had submitted a postponement request in the following terms on Tuesday 16 June 2026 by e-mail timed at 08:00:

“Good morning, I’m attempting to gain legal representation from my local council. I am therefore requesting postponement of the hearing this week. I understand this is late notice however I have been fully occupied with studies and work up until my graduation last week, leaving me unable to seek representation in due course. I believe I deserve the chance to be represented fairly.”

7. This postponement request was opposed by the Applicant.
8. According to the note of the March Hearing, the Second Respondent had also submitted a postponement request in relation to the March Hearing (which was scheduled to be held on Monday 16 March 2026) on Friday 13 March 2026, which request was not granted.
9. By way of background, the procedural timeline for this case was as follows:

12 September 2024	application accepted
19 February 2025	CMD 1
23 October 2025	CMD 2

16 March 2026

March Hearing (which was then adjourned)

18 June 2026

June Hearing

10. The request to postpone the June Hearing was refused for the following reasons:

- a. It was clear from the notes of CMD 2 (paragraphs 59 and 60) and the March Hearing (paragraph 20) that the matter of representation had been raised at both. The Tribunal noted the following (at paragraph 20 of the notes of the March Hearing):

“The tribunal again raised the issue of advice and representation as the Respondents stated at the CMD on 23 October 2025 that they intended to seek it and all parties were provided at that time with the link to the page on the tribunal’s website with useful links: Housing and Property Chamber website [website link]; and tribunal’s Practice Note number 3 on lodging documents.”

However, the Second Respondent had not sought and obtained representation in good time, despite the Tribunal drawing the matter of representation to the attention of all parties on two occasions.

- b. In addition, as was clear from the procedural timeline, there had been significant delays in the progress of this case. The Tribunal is required to take account of the “overriding objective”, which is set out in HPC Rule 2 and which requires that proceedings are dealt with justly (from the perspective of all parties) and “avoiding delay, so far as compatible with the proper consideration of the issues” was one of the five factors related to dealing with proceedings justly. The Tribunal considered that it would not be just to permit any further delay.

11. The refusal of the postponement request had been communicated to all of the parties on Wednesday 17 June 2026 by e-mails timed at 09:19 and 09:20 respectively.

12. The First Respondent had submitted a request for reasonable adjustments on Wednesday 17 June 2026 by e-mail timed at 17:04, which was received by the Tribunal Members on the morning of the June Hearing. The Tribunal Members accommodated those reasonable adjustments during the proceedings.

13. In addition, during the proceedings, the Second Respondent explained that they were “on the spectrum”.

14. Each party confirmed to the clerk in response to the introductory questions (prior to formal commencement of the June Hearing) that they had submitted all of the documents which they wanted the Tribunal to consider.

PROCEEDINGS

15. All of the parties agreed that the amount of the rent which had not been paid by the Respondents was £3,832.32.

16. In addition to the arrears of rent, the Applicant was also claiming the sum of £108 in respect of the tracing fees that he had incurred, taking the total sum claimed to £3,940.32.

17. In summary, the Respondents' position was that they had withheld the rent because the Applicant had not carried out repairs.

18. It was noted that the tenancy agreement among the Applicant, as landlord, and the Respondents, as tenants, was dated 21 September 2023 ("**Tenancy Agreement**") and that the tenancy had commenced on 19 September 2023.

19. The Tribunal had noted that there was a discrepancy between the list of alleged required repairs referred to in the notes of CMD 1 and the e-mail from the Second Respondent dated 23 October 2023 which included the following:

"The things in need of repair are as follows:

*Broken window seal for balcony door
Tap and toilet water pressure
Oven grill
Oven hood"*

20. The Tribunal Members also noted that there was an e-mail exchange in the case papers which was dated 8 May 2023 (and so prior to commencement of the tenancy under the Tenancy Agreement) to and from the Second Respondent (and a prior tenant) which listed a number of other items allegedly requiring repair.

21. The Second Respondent was asked to confirm which items were allegedly in need of repair as at 23 October 2023 but was unable to give that confirmation on the basis that she said this was a long time ago and she could not remember.

22. The First Respondent confirmed that she thought that the list in the 23 October 2023 e-mail (which list was read out slowly by the Chair at least twice) included the alleged outstanding repairs which she could recall but also noted that this was a long time ago and had difficulties with her memory, particularly following medical incidents in December 2025 and January 2026.

23. Each of the parties was then asked to confirm whether or not they had submitted anything in response to the directions issued on 16 March 2026 (which included, as a result of non-compliance, an exact replication of directions 2, 3 and 4 issued on 23 October 2025 but with updated dates for compliance and with a revised direction 1).

24. In particular, direction 3 required the Respondents to lodge "*(either individually or jointly) no later than 5pm on 27 April 2026:*

- a. witness lists and a witness statement for any witness they wish to call;*
- b. contact details (phone number and e-mail address) for each witness*

- c. *a summary written submission (no longer than 10 pages of A4), which should include:*
- i. *A chronology of relevant events during the tenancy, in relation to notification by the Respondents of the 10 repairs listed in the CMD [1] Notes dated 19 February 2025, Applicant's responses, meetings, repair work scheduled and completed etc., with reference to any lodged documents in the Bundles of Documents; and*
 - ii. *Legal arguments about why the Respondents say that they were entitled to withhold rent and the percentage withheld; and*
 - iii. *Legal arguments about why the Respondents say in law that they are not liable to pay the agreed rent arrears (after deduction of the tenancy deposit of £1100.00) of £3832.32.*
- d. *A List of Authorities; and*
- e. *A Bundle of Authorities, containing copies of any legal authorities relied upon."*

25. Each of the Respondents confirmed that they had not provided anything in response to direction 3. On being asked why they had not done so, each of them explained that they did not understand what they were being asked to provide and that they thought that the documents previously provided were sufficient.

26. However, on being asked what steps they had taken to seek to understand the directions (for example, contacted Citizens Advice Scotland and/or searched on the internet), each confirmed that they had not taken any steps.

27. The directions were issued after the documents (which primarily consisted of photographs, e-mails and text/WhatsApp messages) had been provided and so it was (or should have been) clear that they were not sufficient. However, it was clear from the directions that a written submission setting out the legal arguments on which the Respondents were intending to seek to rely was required in addition.

28. In addition, the notes of CMD 1 in February 2025 (paragraphs 10, 11 and 17) clearly put the Respondents on notice that:

*"It is for **the Respondents** to prove that*

- (i) The repairs were necessary*
- (ii) The date they notified the Applicant that repairs were necessary*
- (iii) That the Applicant refused to carry out the repairs*
- (iv) The date they notified the Applicant that they would withhold rent until the repairs were carried out.*
- (v) That they preserved the rental so that it could be paid when the repairs were carried out."*

***"The Respondents** must also quantify how much the total rental for the period from November 2023 to March 2024 should be reduced if they establish that*

necessary repairs were not carried out. (If the property was uninhabitable then arguably a 100% reduction in rent is appropriate. If the defects in the property resulted in a restriction in the peaceful enjoyment of the property, then what reduction in rent is appropriate?)”

“Parties must produce evidence to prove what they say. The tribunal will only consider evidence when fair notice is given to each party. The tribunal cannot consider representations or evidence which is not disclosed to each party at least 7 days in advance of the hearing.”

29. The notes of CMD 1 (paragraph 8) also helpfully summarised that:

“The dispute to be resolved between the parties is

- (a) Were the Respondents correct to withhold rent*
- (b) Were Repairs necessary*
- (c) Was the Applicant given notice that rent would be withheld until repairs were carried out*
- (d) If so, was the Applicant given a reasonable opportunity to carry out the repairs*
- (e) Was the rental available to be paid when the repairs were carried out.*
- (f) By how much should the total rental due for the period from November 2023 to March 2024 be reduced”*

30. The Applicant confirmed by e-mail on 30 January 2026 that he had no additional documents to submit and would not be calling any witnesses. The Applicant was unable to comply with direction 4 given that it was dependent upon the Respondents complying with direction 3 (and so giving the Applicant something to which he could respond).

31. The Respondents submitted that, on the basis that they did not understand the directions and, in the case of the First Respondent, as a result of her medical situation and receiving lots of e-mails, no decision should be made at the June Hearing.

32. The Applicant submitted that a decision should be made as early as possible given that the case had been ongoing for a long time.

33. The Applicant submitted that, because he did not receive any response from the Respondents to his request for their forwarding addresses, he should be entitled to recover £108 for tracing agent fees which he would not have had to incur had the Respondents provided their addresses. He confirmed that he was not aware of any contractual / legal basis for this element of the claim.

34. The Second Respondent submitted that, on the basis that the Applicant had confirmed that he had no contractual / legal basis for the tracing agent fees, he should not be able to recover them. The First Respondent agreed.

FINDINGS IN FACT

35. The Tenancy Agreement provided that rent was payable monthly in advance on the 1st of a month at the rate of £1,100 per month. The Respondents were jointly and severally liable under the Tenancy Agreement for the responsibilities under the Tenancy Agreement, including payment of the rent.

36. The Tribunal was satisfied, on the balance of probabilities, that:

- a. the Applicant had received the tenancy deposit of £1,100 and applied that against the rent due as at 1 November 2023;
- b. there were arrears of rent of £3,832.32 at the termination of the tenancy (after having applied the tenancy deposit), which remained unpaid as at the date of the June Hearing; and
- c. the Applicant had incurred costs in tracing the new addresses of the Respondents, the Respondents not having provided the Applicant with their forwarding addresses.

REASONS FOR DECISION

37. The Respondents had not complied with the directions (either when first issued in October 2025 or when re-issued in March 2026 with updated dates for compliance).

38. In particular, the Respondents had not provided any legal arguments or authorities to seek to prove that it was lawful for them to retain any of the rent in respect of the period from 1 November 2023, whether all of it or a percentage of it.

39. Accordingly, the Respondents had not proved that they were entitled, as a matter of law, to retain any of the rent and so the Applicant was entitled to be paid the full amount of the unpaid rent. The burden of proving this rested with the Respondents.

40. Simply providing a document without any submission relating to its evidentiary relevance and what it allegedly proved was not sufficient.

41. The Applicant had confirmed that there was no contractual / legal basis for his recovery of the tracing agent's fees.

42. It was consistent with the "overriding objective" for the Tribunal to reach a decision on this case during the June Hearing.

DECISION

43. The Tribunal granted an order for payment of £3,832.32 against the Respondents (jointly and severally) in respect of the rent arrears.

44. The Tribunal refused an order for payment in respect of the tracing agent's fees.

45. The Chair provided all parties with the opportunity to ask questions to ensure that they were clear on the outcome but confirmed that the Tribunal Members could not provide advice to any party. The Chair highlighted that there might be information which may be of assistance to the parties online, with examples being the websites of the Housing and Property Chamber, Citizens Advice Scotland and Shelter Scotland.

46. The parties were all informed that they had a right of appeal.

Right of Appeal

In terms of Section 46 of the Tribunals (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.

P S Woodman

18 June 2026

Legal Member/Chair

Date