Housing and Property Chamber
First-tier Tribunal for Scotland

Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 'The Procedure Rules) in relation to an application for civil proceedings relative to a Private Residential Tenancy under Rule 111 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/25/0428

Re: 20 Summerfield Cottages, Glasgow, G14 0RB("the Property")

Parties:
Szymon Czaja residing at 34 Craggan Drive, Glasgow, G14 0EW('the Applicant')

Zainab Alkandri residing at 3/2, 13 Scapa Street, Glasgow, G23 5AQ ('the Respondent')

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal')

Tribunal Member: Jacqui Taylor (Legal Member) and Elizabeth Williams (Ordinary Member)

Background

1. The Applicant submitted an application to the Tribunal dated 3rd February 2025 for payment of the sum of £7899.78 rent arrears plus interest at 8%. It was an application for civil proceedings in relation to a private residential tenancy in terms of Procedure Rule 111.

2. Documents lodged with the Tribunal.

Documents lodged with the Tribunal by the Applicant were:

2.1 Private Residential Tenancy agreement between the parties dated 2nd May 2024. The commencement date of the lease was 2nd May 2024 The rent due in terms of the tenancy was £4500 per three months payable in advance.

2.2 A rent statement by for the period 2nd May 2024 to 2nd August 2025 showing an outstanding balance of £7899.78.

2.3 Email from Luisa Fidelo, solicitor, to the Applicant dated 10th April 2025 advising that the Respondent would move out that day.

2.4 An email from Tom Davies of Citizens Advice Bureau advising that he has been instructed by the Respondent and she is only in receipt of benefits and offering to pay £10 per month.

2.5 An email from the Applicant to the Tribunal dated 12th August 2025 advising that he did not consider the Respondent's offer of £80 per month to be fair. He asked that the monthly contribution be increased to £1184.51, the amount of the Respondent's disposable income.

3. By Notice of Acceptance by P Hening McFatridge, Convener of the Tribunal, dated 28th February 2025 she intimated that she had decided to refer the application (which application paperwork comprises documents received on 3rd February 2025) to a Tribunal.

4. Time to Pay Application.

The Respondent submitted a Simple Procedure Time to Pay Application stating that she admits the claim and would like to pay at £80 per month. She provided details of her income and outgoings and advised that she is a single mother. She has two children aged 4 and 6. She moved to Glasgow to pursue her post graduate studies. Throughout the tenancy the rent was paid by the children's father. He suddenly stopped supporting them. The proposed sum of £80 per month is all that she can afford.

5. The First Case Management Discussion

This case called for a conference call Case management Discussion (CMD) at 14.00 on 15th August 2025.

Both parties attended the CMD

5.1 Documentation lodged late.

5.1.1 The Applicant advised that he had submitted additional written representations on 14th August 2025.

5.1.2 The Respondent advised that she had submitted a corrected Time to Pay Application very recently. The corrected application stated that she was able to pay £80 per month.

5.1.3 Mrs Taylor advised that as the Documentation had not been submitted at least three days before the CMD (as required in terms of Procedure Rule 23) she was unable to accept the documentation for the purposes of this CMD.

5.2 The parties agreed that the tenancy ended on 10th April 2025 and that the Respondent was due rent to that date.

5.3 Mrs Taylor asked the Applicant to confirm if there is provision for interest to be paid in the lease agreement. He checked the lease agreement and advised that there is no provision for interest in the lease.

5.4 The Applicant stated that the outstanding rent due by the Respondent for the period 2nd August 2024 to 10th April 2025 is £9387.64. He had received payment of the deposit of £3000 and this outstanding rent figure is after the deposit has been deducted.

5.4 The Respondent advised that she was not able to confirm if this was the correct figure.

5.5 The Applicant stated that he had not made an application to the Tribunal to amend the sum sought. The figure of £7899.78 detailed in the application was an estimated amount.

5.6 The Respondent explained that she has always been honest. She was placed in a difficult financial situation when her husband left. Often her outgoings exceed her income. The offer to pay the outstanding sum due at the rate of £80 per month is the most that she can afford.

5.7 The Applicant advised that he would like an opportunity to consider the corrected Time to Pay Application. However, £80 per month is not sufficient as it would take too long for the debt to be repaid.

5.8 Mrs Taylor advised the parties that the Tribunal is impartial and she is unable to provide advice. She reminded both parties that they are entitled to independent advice from a solicitor, the citizens advice bureau or a law centre.

5.9 Outcome of the First Case Management Discussion.

The CMD was adjourned to a further date to allow time for the Applicant to submit an application to amend the sum sought and provide an updated rent statement.

6. Amended Application.

The Applicant submitted an amended application to the Tribunal on 6th December 2025 for payment of the sum of £9387.64. An updated rent statement was provided for the period 2nd May 2024 to 10th April 2025.

7. The Second Case Management Discussion.

This case called for a second conference call Case management Discussion (CMD) at 14.00 on 13th March 2026.

Both parties attended the CMD

7.1 At the start of the CMD the Respondent advised that she had not received a copy of the updated rent statement. The clerk sent her a copy by email during the CMD. She advised that she did not agree with the rent statement. It was her position that her ex partner Omar Alkhayyat was liable for the outstanding rent. She advised that she had emails that would confirm this that she would send to the Tribunal. She also advised that she is no longer employed and no longer in a position to pay £80 per month as she had previously offered.

7.2 The Applicant advised that he had carried out all of the usual credit checks at the start of the tenancy. The Respondent had received Housing Benefit payments but she had not paid them to him. The Respondent had been difficult at every stage of the eviction.

7.3 Mrs Taylor advised that as the Respondent disputes the sum sought the application will proceed to a hearing.

7.4 The Respondent asked for the hearing to be scheduled for a Friday.

7.5 The parties were reminded that they are entitled to independent advice from a solicitor, the citizens advice bureau or a law centre.

7.6 Outcome of the Second CMD.

The application was adjourned to a video Webex hearing.

8. Written Representations by the Respondent.

The Respondent submitted Written Representations and Productions dated 21st April 2026, in the following terms:

Appendix 1 – Bank Statement (April 2024 – Payments to Landlord)

Appendix 2 – Bank Statement (March 2024 – Financial Support)

Appendix 3 – Bank Statement (February 2024 – Financial Support)

Appendix 4 – Bank Statement (August 2023 – Rent Payment to Previous Landlord)

Appendix 5 – Email Correspondence with Applicant (Affordability Discussion)

Appendix 6 – Credit Check and Affordability Report

Appendix 7 – Email Correspondence with Omar Alkhayyat (Ongoing Financial Support)

Appendix 8 – Email Correspondence (Requests for Financial Support and Living Expenses)

Appendix 9 – Email Correspondence (Housing and Moving Arrangements)

Appendix 10 – Email Confirming Nature of Financial Support

Appendix 11 – Email Correspondence (Request for Employment Information and Letter)

Appendix 12 – Letter Confirming Financial Support (Prepared at Omar Alkhayyat's Instruction) Appendix 13 – Email Confirming Withdrawal of Financial Support

WRITTEN REPRESENTATIONS OF THE RESPONDENT (In response to Tribunal Direction dated 13 March 2026)

1. Introduction I, Zainab Alkandri, submit these representations in response to the Tribunal's Direction requiring me to explain why I believe my ex-partner, Omar Alkhayyat, is responsible for the rent and to provide supporting evidence.

2. Background I was the sole named tenant. However, I did not have sufficient independent income to meet rent obligations and was financially dependent on my ex-partner, Omar Alkhayyat, who supported me and our children. We entered the United Kingdom as asylum seekers. At that time, it was understood and communicated that Omar Alkhayyat would be responsible for providing for our financial needs, including accommodation. As a result, we did not receive state support for housing. As an asylum seeker, I had no or very limited ability to work and earn an independent income. This significantly restricted my ability to support myself financially and increased my reliance on Omar Alkhayyat for all essential living costs, including rent. Due to data protection limitations, I have not been able to obtain a copy of any formal statement made in this regard. However, the financial arrangement described above is consistent with the evidence provided, including *bank statements and correspondence demonstrating that Omar Alkhayyat was responsible for funding our accommodation and living expenses. As a result of this arrangement, I relied on private rented accommodation rather than accessing social housing or local authority housing support.*

3. Nature of Financial Arrangement.

There was a clear, consistent and ongoing understanding that Omar Alkhayyat would be responsible for all financial matters, including rent, bills, and living expenses. This was not a loan. As shown in Appendix 10, he confirmed that the financial support provided was not to be repaid.

4. Ongoing Financial Support

Email correspondence demonstrates that Omar Alkhayyat provided regular and ongoing financial support and intended to continue doing so. He regularly transferred money and confirmed payments (Appendix 7).

5. Financial Dependency.

I relied entirely on this support for rent, bills, food, and essential living expenses. Appendix 8 demonstrates that I regularly requested funds to cover basic costs such as electricity, council tax, and daily expenses.

6. Evidence of Payments.

My bank statements show consistent financial support from Omar Alkhayyat across multiple months, including the period prior to the commencement of the tenancy (Appendices 2 and 3). These payments formed my primary source of income. For completeness, I note that a payment from the Department for Work and Pensions (DWP) appears in my bank statements. This relates to a Universal Credit payment which was backdated following my application after I was granted refugee status. This payment was received prior to the commencement of the tenancy and was not a regular or sufficient source of income. It did not cover the full rental amount or ongoing essential living costs. I remained financially dependent on Omar Alkhayyat to meet rent and household expenses.

7. Direct Rent Payments.

Appendix 1 shows payments of £3,000 and £4,500 made to the Applicant at the start of the tenancy. These payments were made immediately after receiving funds from Omar Alkhayyat, demonstrating that he funded the tenancy.

8. Previous Rent Pattern.

Appendix 4 shows that rent payments to a previous landlord were made using funds provided by Omar Alkhayyat. This demonstrates a consistent pattern of him financing accommodation costs.

9. Housing Decisions and Moving Costs.

Appendix 9 shows that Omar Alkhayyat was involved in decisions regarding housing and moving arrangements, including timing and costs, and that I relied on him to fund these. For completeness, I note that a payment from A&S Properties Glasgow appears in my bank statements. This relates to a prospective tenancy which was not proceeded with, and the funds were returned. The original funds were provided by Omar Alkhayyat, and this transaction 6 reflects the same pattern of him funding housing arrangements and associated costs.

10.Landlord's Knowledge.

Prior to entering into the tenancy, I was transparent with the Applicant about my financial situation. As shown in Appendix 5 and Appendix 6, the Applicant was aware that I relied on financial support and did not have sufficient independent income to meet the rent.

11.Attempt to Formalise Financial Support.

Prior to entering into the tenancy, I requested that Omar Alkhayyat provide written confirmation of his financial support in order to assist me in securing accommodation, as I was unable to meet affordability requirements independently. As shown in Appendix 11, I specifically requested confirmation of his employment, income, and financial support for the purpose of supporting my tenancy application. In response, he indicated that I could write such a letter myself rather than providing formal documentation directly. Appendix 12 contains the letter prepared following his instruction. The content of this letter reflects the true financial arrangement between us at the time, namely that he was responsible for providing financial support, including rent and living expenses. This is consistent with the other evidence provided, including bank statements and correspondence demonstrating regular financial support.

12.Change in Circumstances

During the tenancy, Omar Alkhayyat stopped providing financial support. This was unexpected and entirely outside of my control. As shown in Appendix 13, he explicitly confirmed that he would no longer provide financial support, despite having previously supported me for an extended period. As I was financially dependent on him and did not have sufficient independent income, I was unable to meet the rent obligations once this support was withdrawn. The evidence provided demonstrates that the tenancy had been sustained through his financial contributions. When these contributions stopped, I was left without the means to cover rent alongside essential living costs for myself and my children. The rent arrears arose directly as a result of this change in circumstances.

13.Legal Position.

I understand that I am the named tenant. However, I respectfully submit that: ● The tenancy was entered into based on financial support from Omar Alkhayyat ● I relied on this arrangement in good faith ● The arrears arose due to the withdrawal of that support

14.Conclusion

I respectfully ask the Tribunal to consider the full context of my financial dependency, the established arrangement, and the circumstances that led to the arrears.

9.Written Representations from the Applicant

The Applicant submitted Written Representations dated 15th July 2026, in the following terms:

1) The respondents rent liability claims.

The emails the respondent sent, when asking the applicant to consider her as a tenant (Appendix 5 of the respondent's submissions), make no mention she would be supported by her husband. The emails further explain she intends to support herself through employment and benefits, making it clear she wants to accept responsibility for the rent payments. The discussion in the emails does not revolve in any way around the respondent's husband. Instead, the respondent makes reassurances she will be able to afford rent on her own, through employment and benefits. The deposit as well as the first 3 month's rent payment came directly from the respondent's account. The respondent's claim that it was her partner that was supposed to cover her rent payment had only been raised during the second CMD.

This was never suggested during the first CMD during which the respondent intimated her willingness to enter arrangement that would allow her to repay the money being owed to the landlord. It is the applicant's position that the respondent's claims are untrue, unsubstantiated and serve only to diffuse her rent payment responsibility.

2) The respondent's affordability - Housing Benefit Payment and Employment.

The respondent submitted evidence during the eviction hearing confirming she was in receipt of various benefits. One of the benefits she was in receipt of, was housing benefit of £850 that she was awarded to help her pay for the housing costs. This, along with the £666 rent affordability assessment as presented on the credit check report, gives a figure of £1516 which is higher than her monthly rent commitment. The housing benefit alone, along with income from her part time job as Sport's Statistician should have covered her monthly rent payment. The respondent made it clear that she continued her employment with Genius Sports Ltd throughout the period of the tenancy. The respondent also had many other sources of income during her stay. She received other benefit payments, she said during CMDs she found jobs in Glasgow and was in employment and she also received taxpayers money from SAAS both to fund her higher education and support her as a student. It is the applicant's position that the respondent was in position to afford rent but instead chose to deliberately not pay it.

3) The reason for accommodation.

The applicant's conduct is characteristic for someone who was very determined to get taxpayer funded accommodation. She left a privately rented apartment in Dundee which she could afford and never had any rent arrears there. She found a landlord willing to rent her accommodation in Glasgow. She paid as much as is necessary to get the keys. Shortly after moving in, she started applying to local housing authorities, the landlord received correspondence from local housing authorities asking for references before the next rent payment was due. When the tenant was confronted about the correspondence she made it clear she would not pay rent, and she wanted to be formally evicted. The landlord was forced to go to courts. Throughout her stay, despite being supported by taxpayers the respondent made no efforts to pay even a portion of the rent to the landlord. Only when nearing eviction the respondent suggested she could spare some of her housing benefit money to be given more time *to leave. When the landlord finally regained access to property on the 10th of April 2025, after the respondent's 11 month's stay and 8 months of unpaid rent, the neighbours – seeing the landlord at the property – visited, and talked to the landlord to say that the tenant was actively avoiding getting to know them, was unfriendly and later got a dog that she did not feed who was wailing at night loud and the neighbourhood could hear it for many nights. It is the applicant's position that the only reason the respondent signed the tenancy agreement was to enable her to be eventually classed as a homeless person in the city of Glasgow and qualify for accommodation founded by the taxpayers.*

4) The respondent's conduct.

No attempt was made to make any rent payments throughout the period of the tenancy beside the initial payment that allowed her to obtain the keys. The respondent did not allow the landlord to let the gas engineer into the property to do the annual gas safety assessment. The respondent did not look after the property, on the day of the eviction, the whole place was a total mess - there was a blocked toilet downstairs, the ceiling showed a dried-up stains that came from overflowing bath water from the bathroom upstairs, on inspection there were no signs of leaks coming from a pipe, there was a lot of furniture left around. On the day of the eviction the landlord entered the property at the agreed time of 5pm. The house was in a total disarray, there were furniture and tenant's items around that were supposed to be removed, a scared dog, too afraid to bark, hid in the corner of a room. 10 minutes later the respondent arrived in her car with her child, entered the property, pulled up the phone filming the situation and started screaming at the landlord and his mother asking why he was there. The landlord immediately started calling the police and so did the respondent. The police arrived and after making enquires suggested they can help the respondent move if that was her desire. The landlord waited in the car outside until the respondent took a handful of items from the property and left. If not for the police' help the landlord is convinced, he would not recover access to the property on that day. During the eviction proceedings the respondent made various claims, at some point it was suggested that the landlord used CCTV to spy on her and her children. An appalling claim that served only to portray the landlord as a vicious character. It is the applicant 's position that the respondent is a ruthless and dangerous person, ready to go to any lengths to get what she wants irrespective of *cost to others. Summary In sum, the applicant claims the respondent was fully aware of the contractual terms of the tenancy and accepted them. The applicant is asking the court to grant the payment order for £9387,64 in unpaid rent.'*

10. The Hearing.

This case called for a video Webex hearing at 10.00am on 24th July 2026.

Both parties attended the CMD

10.1 Preliminary matters.

At the start of the hearing the parties advised that whilst they had received copies of representations and correspondence from the Tribunal administration they had not received a complete copy of the case file. The clerk sent the parties a copy of the case file by email and the hearing was adjourned to allow the parties to familiarise themselves with the contents. Thereafter the parties both confirmed that they had previously received the documentation and they were happy to proceed.

10.2 Mr Czaja confirmed that he was seeking a payment order in the sum of £9387.64 in respect of the arrears of rent.

10.3 Ms Alkandri stated that she did not specifically agree with the rent statement produced. However, she did confirm that the following information was correct:

10.3.1 The commencement date of the tenancy was 2nd May 2024.

10.3.2 She vacated the Property on 10th April 2025.

10.3.3 The rent due in terms of the tenancy agreement was £4500 per quarter.

10.3.4 She paid the first quarter's rent of £4500 at the start of the tenancy.

10.3.5 She had paid a deposit of £3000.

10.4 Oral Representations by the Applicant.

10.4.1 The Respondent's position that her ex husband was liable for the rent arrears was incorrect. He referred the Tribunal to the email from the Respondent dated 18th April 2026. In that email she confirmed that her children's father would not be living in the Property. It also states that she does not have a guarantor. At no point was it suggested that the rent would be paid by a family member or her husband.

10.4.2 The Respondent signed the tenancy agreement.

10.4.3 The evidence produced is strong and it shows that the Respondent was well aware of her rent responsibilities.

10.4.4 He confirmed that her had reviewed her financial affordability at the start of the tenancy and he trusted her as he believed she would be able to afford the rent.

10.4.5 He had asked for quarterly rent payments as he thought she would need time to settle in Glasgow and obtain a job there.

10.5 Oral Representations by the Applicant.

10.5.1 She acknowledged that she was the named tenant.

10.5.2 She had entered into the tenancy agreement in good faith.

10.5.3 The evidence she has provided shows that she was dependent on her ex husband's financial support to pay the rent and that he should be held responsible for the rent arrears. The rent arrears arose because her ex husband withdrew his financial support. After that happened her mental health declined. She had no family or friends in Scotland to support her. She received universal credit payments of £850 and had a monthly rent shortfall. She had high expenses at this time, in particular high child care expenses and expenses of moving to another property.

10.5.4 After staying in 20 Summerfield Cottages she had a Housing Association tenancy. She is now in a privately rented property and her rent payments for that property are up to date.

10.5.5 If the Tribunal found that she was liable for the sums sought she asked the Tribunal to agree to her paying the arrears at the rate of £80 per month. Mrs Taylor explained that the Tribunal could not agree to a Time to Pay Direction application if she did not agree that she was liable for the sum sought by the Applicant.

11.Decision

11.1The Tribunal made the following findings in fact:

11.1.1The Applicant is Landlord and heritable proprietor of the Property.The Title of the Property is GLA218414.

11.1.2 The Respondent had been Tenant of the Property in terms of the Private Residential Tenancy agreement between the parties.

11.1.4The commencement date of the lease was 2nd May 2024 .

11.1.5 The Termination date of the tenancy was 10th April 2025.

11.1.6The rent due in terms of the lease was £4500 per three months payable in advance.

11.1.7The rent arrears due by the Respondent as at 10th April 2025 was £9387.64.

11.2 **Requirements of Section 111 of the Procedure Rules.**

11.2.1 In connection with the requirements of section 111 the Tribunal determined that the application correctly detailed the requirements of section 111(i), (ii) and (iii) of the Procedure Rules namely:-

(i) the name and address of the Applicant.

(ii) the name and address of the Respondent.

(iii) the reason for making the application.

11.2.2 The Tribunal also confirmed that the application had been accompanied by the documents specified in **Section 111(b)(i) and (ii)** and **(iii)** of the Procedure Rules being a copy of the lease and the statement of rent arrears.

11.2.3 The Tribunal determined that this is an application for civil proceedings in relation to a private residential tenancy in terms of Procedure Rule 111. The Respondent was tenant of the Property and as such she is liable for the rent that is due in terms of the tenancy agreement between the parties.

11.2.4 The Tribunal did not accept the Respondent's submissions that her ex husband was liable for the rent arrears. She has not provided any legal basis for this position. He was not a party to the tenancy agreement. He was not a guarantor. He had not stayed at the Property. There was no contractual relationship between the Applicant and the Respondent's ex husband. The Respondent had provided the Applicant with evidence of her financial position before the tenancy commenced and the parties had entered into email correspondence regarding this and reached agreement on the rent that was due. This email correspondence did not alter the terms of the tenancy agreement.

11.2.5 The Tribunal accepted as correct the evidence of the rent statement produced which showed the outstanding rent as at 10th April 2025 to be £9387.64.

11.2.6 The Tribunal determined that the Respondent is due to pay the Applicant the sum of £9387.64 in respect of outstanding rent as at and accordingly they issued an Order for Payment in this sum.

12. 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.

Jacqui Taylor

…………………………………… Legal Member 24th July 2026