

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/26/1919

Re: Property at 1 Sandport Close, Kinross, KY13 8FZ (“the Property”)

Parties:

Mr William Ferrier, Mrs Sheila Margaret Ferrier, Stonefield, Carslogie Road, Cupar, Fife, KY15 4HY (“the Applicants”)

Mr Daniel Webster, Mr David Eadie, 23 Sunnypark, Kinross, KY13 8BX; 17 North Street, Clackmannan, FK10 4TD (“the Respondents”)

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 Respondents are liable to pay the Applicants the sum of **Three thousand nine hundred and eighty one pounds and sixty two pence (£3981.62) Sterling** under the terms of the tenancy and guarantor agreement between the parties.

The Tribunal therefore made payment order in the sum of £3981.62.

Background

- 1 The Applicants applied to the Tribunal for a payment order against the Respondents in respect of rent arrears arising from a private residential tenancy under rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”).
- 2 The application was accepted as valid and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take place on 4 September 2026 at 2pm. The Housing and Property Chamber gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules.

Parties were advised that they were required to attend the CMD. They were advised that the tribunal may do anything at a CMD which it may do at a hearing, including making a decision on the application which may involve making or refusing a payment order. The parties were also advised that if they did not attend the CMD this would not stop a decision or order being made if the tribunal considers that it had sufficient information before it to do so and the procedure had been fair.

- 3 The notice together with a copy of the case papers was served upon the Respondents by sheriff officers on 31 July and 4 August 2026. The Respondents were invited to make written representations in response to the application.
- 4 On 18 August 2026 the tribunal received intimation under Rule 14A of the Rules of the Applicants' request to increase the sum claimed to £3981.62. The request had been sent to the Respondents.
- 5 On 20 August 2026 the tribunal received an email from the first Respondent which had also been sent to the Applicants' representative, Rollos Solicitors.

The CMD

- 6 The CMD took place by teleconference on 4 September 2026 at 2pm. The Applicants were represented by Miss Dorka Ilonka, Solicitor. The Respondents did not join the call. The tribunal noted that they had been given proper notice of the CMD under Rule 17(2) of the Rules. They had not made any substantive representations, other than the first Respondent querying whether the second Respondent had made a payment offer, and had not provided any explanation for their failure to attend. The tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in their absence.
- 7 The tribunal had before it the Form F application form with supporting documents including private residential tenancy agreement, rent statement, and copy correspondence from the Applicants' letting agent to the Respondents regarding the outstanding rent. The tribunal also had the Applicants' request to increase the sum claimed and the email from the first named Respondent.
- 8 The tribunal heard submissions from Miss Ilonka on the application. The following is a summary of the key elements of the discussion.
- 9 Miss Ilonka confirmed that the Applicants sought a payment order in the sum of £3981.62, being the rent arrears outstanding at the termination of the tenancy. The Applicants had not received any acceptable payment offers from the Respondents. When the rent arrears began to accrue the Applicants and second Respondent agreed a payment plan which did not come to fruition. The Applicants were therefore seeking to recover the arrears from the second Respondent and the first Respondent as his guarantor. There had been a joint tenant who left the property back in 2023 therefore the Applicants were not seeking to pursue her for the debt. The Applicants had commenced eviction

proceedings against the second Respondent on the ground of rent arrears however the tenancy ended on 1 May 2026 after the second Respondent left the property voluntarily.

Findings in fact and law

- 10 The Applicants are the owners and landlords, and the second named Respondent was a tenant, of the property in terms of a private residential tenancy agreement.
- 11 The first Respondent agreed in writing to guarantee the second Respondent's obligations under the said tenancy agreement.
- 12 The rent due under the tenancy agreement was £450 per month. The rent was subsequently increased to £580 per month.
- 13 The tenancy between the parties terminated on 1 May 2026.
- 14 As at the date of termination rent arrears in the sum of £3981.62 had accrued.
- 15 The Applicants' letting agent has written to both Respondents requesting payment of the sum due.
- 16 The Respondents are liable to pay the Applicants the sum of £3981.62.

Reasons for decision

- 17 The tribunal carefully considered all documentary evidence and the submissions from Miss Ilonka in determining the application. The documents are referred to for their terms and reflected in the tribunal's findings in fact.
- 18 The tribunal considered it could proceed to a decision at the CMD and it would not be contrary to the parties to do so. The Respondents had not sought to oppose the application and as such there was no evidence before the Tribunal to contradict the Applicants' position on the application.
- 19 The tribunal was satisfied based on the documents produced by the Applicants that rent arrears of £3981.62 were outstanding when the tenancy terminated on 1 May 2026. The tribunal was further satisfied that the second Respondent as tenant and the first Respondent as his guarantor were jointly and severally liable to pay the sum due, and that the Applicants had made efforts to recover the debt from the Respondents prior to making this application.
- 20 The tribunal noted that the Applicants' request to increase the sum claimed had been made timeously in accordance with the requirements of Rule 14A of the Rules. The tribunal therefore determined to make a payment order in the sum of £3981.62.

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

4 September 2026

Legal Member/Chair

Date