



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/22/3405**

**Re: Property at 18 Mossneuk Street, Coatbridge, ML5 5BA (“the Property”)**

**Parties:**

**Ms Catherine Hunter, 2A Westmount Park, Newtonards, County Down, BT23 4BP  
 (“the Applicant”)**

**Ms Caroline McKinney, 18 Mossneuk Street, Coatbridge, ML5 5BA and Mr  
Thomas McKinney, 18 Clyde Court, Coatbridge, ML5 3RW (“the Respondents”)**

**Tribunal Members:**

**Gillian Buchanan (Legal Member) and Mary Lyden (Ordinary Member)**

**Decision (in absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that:-**

At the Case Management Discussion (“CMD”), which took place by telephone conference on 20 February 2023, the Applicant was not in attendance but was represented by Mr John MacAulay of Ennova Law. The Respondents were neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”) had been satisfied relative to the Respondents having received notice of the CMD and determined to proceed in the absence of the Respondents in terms of Rule 29.

The CMD was in respect of this matter and the related case bearing reference FTS/HPC/EV/22/3404.

In advance of the CMD that Tribunal had received from Mr MacAulay an email dated 17 February 2023 with attachments being an up to date rent statement and copies of letters sent by Ennova Law to the First Respondent dated 15 December 2022 and 23 January 2023.

## **Background**

The Tribunal noted the following background:-

- i. The Applicant leased the Property to the First Respondent in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 7 May 2019.
- ii. The Second Respondent is the Guarantor in terms of the PRT.
- iii. The rent payable in terms of the PRT is £695 per calendar month payable in advance on the seventh day of each month.
- iv. The rent arrears due as at the date of the application were stated to be £4,395.59.

## **The CMD**

At the CMD the Applicant's representative made the following representations in respect of this application and the associated application FTS/HPC/EV/22/3404:-

- i. That the current rent arrears outstanding and due by the Respondents are £5,998.24.
- ii. The First Respondent is still in occupation of the Property along with her two adult sons aged 19 and 22 years. The Applicant was not aware that the First Respondent's adult sons were living with her.
- iii. The First Respondent is not in employment. Her 19 year old son is also unemployed. Her 22 year old son has recently secured full-time employment.
- iv. In the tenancy questionnaire completed by the First Respondent prior to the tenancy commencing she left her employment status blank and a Guarantor was therefore sought for the tenancy, being the Second Respondent.
- v. On Friday 17 February at around 2pm Mr MacAulay had received from the First Respondent an email to her from Mr Melvin, Housing Advice Network Officer an email advising that he had reached out to various bodies to see if he could obtain representation for the respondent at the CMD but had been unsuccessful. That communication also made reference to the First Respondent being a formerly a taxi driver, to her being the victim of a serious assault from which she had difficulty recovering and to her having been refused a Discretionary Housing Payment.
- vi. The First Respondent has been in receipt of Universal Credit since the second month of the tenancy. Universal Credit does not cover the rent payable by the First Respondent to the Applicant and the arrears have doubled since March 2022. Mr MacAulay did not know if the Applicant was aware that the Respondent would be in receipt of Universal Credit prior to the tenancy commencing. Universal Credit is paid directly to the Applicant.
- vii. With regard to the pre-action protocols these were not complied with prior to the application to the tribunal being lodged but on the involvement of Ennova Law for the Applicant letters were sent (albeit late) in appropriate terms of 15 December 2022 and 23 January 2023 which should be taken into account. The First Respondent did not answer those letters.
- viii. No time to pay application has been made by the Respondents.
- ix. That the sum due in terms of the application should be amended to £5,889.24 in terms of Rule 13 of the Rules.
- x. The Applicant was no longer seeking awards of interest and expenses.
- xi. The Applicant seeks a payment eviction order.

## **Findings in Fact**

- i. The Applicant leased the Property to the First Respondent in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 7 May 2019.
- ii. The Second Respondent is the Guarantor in terms of the PRT.
- iii. The rent payable in terms of the PRT was £695 per calendar month payable in advance on the seventh day of each month.
- iv. The rent arrears due as at the date of the application were stated to be £4,395.59.
- v. That the current rent arrears outstanding and are £5,998.24.
- vi. The First Respondent is still in occupation of the Property with her two adult sons.
- vii. The First Respondent and her 19 year old son are unemployed.
- viii. The First Respondent's 22 year old son is in full-time employment.
- ix. The First Respondent is in receipt of Universal Credit but the payments fall short of the rent due to the Applicant in terms of the PRT.
- x. The First Respondent's application for a Discretionary Housing Payment has been refused.
- xi. The Respondents have failed to engage with the Applicant.

### **Reasons for Decision**

The Respondents did not submit any representations to the Tribunal and did not attend the CMD. The factual background narrated by the Applicant within the application papers and on her behalf orally at the CMD was not challenged and was accepted by the Tribunal.

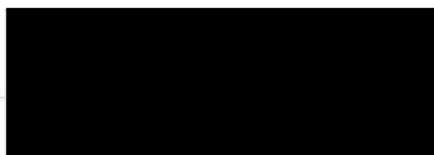
The tribunal refused the Applicant's request to amend the sum claimed in the application. Rule 13 did not apply. Rule 14A applied to such an amendment and the request to amend had not been submitted and intimated timeously in terms thereof.

### **Decision**

The Tribunal granted a payment order jointly and severally against the Respondents in favour of the Applicant in a sum of £4,395.59.

### **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.**



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**Legal Member/Chair**

**20 February 2023**  
**Date**