



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/CV/20/1039

Re: Property at 29 Summerhill Road, Aberdeen, AB15 6HJ (“the Property”)

Parties:

**Mr Shah Ahmed, Mrs Iqra Ahmed, Glenwood, Den of Cults, Aberdeen, AB15 9SJ
 (“the First Applicant” and “the Second Applicant” respectively)**

**Mr William McDonald, Mrs Shannon McDonald, Present whereabouts unknown
 (“the First Respondent” and “the Second Respondent” respectively)**

Tribunal Members:

Virgil Crawford (Legal Member)

Decision

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

BACKGROUND

1. By lease dated 11 May 2019 the Second Applicant let the Property to Shannon McDonald, the Second Respondent;
2. The lease contained a clause in relation to a guarantor. In terms of that clause William McDonald, the First Respondent, guaranteed all payment of rent and other obligations under the lease;
3. The tenancy start date is not specified in the lease but was stated to be the date of signing of the lease, namely 11 May 2019. The lease provides for payment of rent from that date;
4. The rent payable in terms of the lease is £1,050.00 per calendar month;
5. The Second Respondent fell in to arrears of rent. As a result the Applicants made a previous application to the Tribunal seeking an order for payment of rent arrears in the sum of £4,200.00 for the rental payments due from 11 August

2019, until 11 November 2019. Rent is payable in advance so this order covered rent due until 10 December 2020. The previous application and decision is under Tribunal case reference FTS/HPC/ CV/19/3380;

6. Thereafter the First Respondent failed to pay further rent payments due. The Applicant therefore, presented the present application seeking a further payment order for the rental payments due from 11 December 2019 until 11 February 2020, amounting to £3,150.00;
7. The Applicant lawfully recovered possession of the Property on 2 April 2020 in terms of a separate order for eviction granted by the Tribunal under case reference FTS/HPC/EV/19/3881

THE CASE MANAGEMENT DISCUSSION

8. The Applicants participated in the Case Management Discussion. The Respondents did not;
9. The Tribunal was in receipt of a certificate of service by advertisement confirming that the place, date and time of the Case Management Discussion had been intimated to the Respondents. In the circumstances the Tribunal, being satisfied in terms of Rule 24 of The First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (the “FTT Rules”) that the Respondent had received reasonable notice of the same determined that it was appropriate to proceed in accordance with Rule 29 of the FTT Rules;
10. The Mr Shah Ahmed, the First Applicant, while a party to the application was only a party as he was the owner of the Property. He had authorised the Second Applicant to enter in to the lease agreement and consented to her application to the Tribunal for an order for payment. The Lease, however, was in the name of the Second Applicant only and the contractual relationship created by the lease was between the Second Applicant and the First and Second Respondents. On that basis, the order for payment made by the Tribunal is made in favour of the Second Respondent only;
11. There was no request by the Second Applicant to vary the amount claimed;

FINDINGS IN FACT

12. The Tribunal found the following facts to be established:-
 - a) By lease dated 11 May 2019 the Second Applicant let the Property to Shannon McDonald, the Second Respondent;
 - b) The lease contained a clause in relation to a guarantor. In terms of that clause William McDonald, the First Respondent, guaranteed all payment of rent and other obligations under the lease;
 - c) The tenancy start date is not specified in the lease but was stated to be the date of signing of the lease, namely 11 May 2019. The lease provides for payment of rent from that date;
 - d) The rent payable in terms of the lease is £1,050.00 per calendar month, payable in advance;

- e) The Second Respondent fell in to arrears of rent. As a result the Applicant presented a previous application to the Tribunal seeking an order for payment of rent arrears in the sum of £4,200.00 for the rental payments due from 11 August 2019, until 11 November 2019. Rent is payable in advance so this order covered rent due until 10 December 2020. The previous application and decision is under Tribunal case reference FTS/HPC/ CV/19/3380;
- f) Thereafter the Second Respondent failed to pay further rent payments due. The guarantor, the First Respondent, also failed to make payment. The Applicants therefore, presented the present application seeking a further payment order for the rental payments due to be paid on 11 December 2019 until 11 February 2020, amounting to £3,150.00;
- g) The Applicant lawfully recovered possession of the Property on 2 April 2020 in terms of a separate order for eviction granted by the Tribunal under case reference FTS/HPC/EV/19/3881
- h) Rental payments amounting to £3,150.00 are due and payable by the Respondents to the Second Applicant;

DECISION

The Tribunal granted an order against the Respondents, jointly and severally and severally, for payment of the sum of THREE THOUSAND ONE HUNDRED AND FIFTY POUNDS (£3,150.00) STERLING to the Second Applicant:

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.

V. Crawford

Legal Member/Chair

9 November 2020

Date