

**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**

**Chamber Ref: FTS/HPC/CV/23/2571**

**Re: Property at 36 Gairbraid Court, Glasgow, G20 8HU (“the Property”)**

**Parties:**

**VR Property Gateway, 47 Oldbar Crescent, Glasgow, G53 7AT (“the Applicant”)**

**Miss Courtney Mccourt, Miss Holly Dunn, 36 Gairbraid Court, Glasgow, G20 8HU; Flat 3/2, 1016 Tollcross Road, Glasgow, G32 8UW (“the Respondents”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member) and Ann Moore (Ordinary Member)**

**Decision (in absence of the Second Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondents in favour of the Applicant in the sum of £4,951.44.**

**Background**

1. The Applicant submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicant sought an order for payment in respect of rent arrears said to have been incurred by the First Respondent.
2. A Convenor of the Housing and Property Chamber (“HPC”) having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. Letters were issued on 7 November 2023 informing both parties that a CMD had been assigned for 19 December 2023 at 10am, which was to take place by conference call. In that letter, the parties were also told that they required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and

considers the procedure to have been fair. The Respondents were invited to make written representations by 28 November 2023.

4. On 8 November 2023, the First Respondent sent written representations by email to the Tribunal.
5. On 9 November 2023, the Second Respondent sent written representations by email to the Tribunal.
6. On 23 November 2023, the Second Respondent sent an email to the Tribunal advising that she had been cited for jury duty on 13 December 2023.

### **The case management discussion**

7. The CMD took place by conference call. The Applicant was represented by Mr Nick Ponty and the First Respondent represented herself. The Second Respondent did not join the conference call and the discussion proceeded in her absence. This case called alongside a related case which proceeds under chamber reference FTS/EV/23/2318. The Applicant's representative explained that the rent arrears have increased to £4,951.44. The Applicant moved to amend the sum sued for to that £4,951.44 and moved for an order for payment in that sum. The First Respondent accepted that the rent arrears have increased to £4,951.44 and indicated that she wished to pay the sum by instalments. The Tribunal advised that there is no application for a time to pay direction before it and suggested that the parties discuss an instalment arrangement directly.

### **Findings in Fact**

8. The parties entered into a private residential tenancy which commenced 16 November 2020.
9. The contractual rent due by the First Respondent was £640 per month, payable in advance.
10. The First Respondent owes the Applicant rent arrears of £4,951.44.
11. The Second Respondent guaranteed the obligations of the First Respondent in respect of the tenancy agreement.

### **Reason for Decision**

12. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the CMD. The First Respondent accepted that she owes rent arrears of £4,951.44. The Second Respondent did not participate in the CMD. Even if the Second Respondent had taken part in the CMD, the Tribunal could not identify any basis she would have to oppose the application, given that the First Respondent accepted the rent arrears are due. The tenancy

agreement bears to have been signed by the Second Respondent, guaranteeing the First Respondent's obligations in terms of that agreement. There was no indication in the Second Respondent's representations to indicate that there was any dispute about that. Accordingly, the Tribunal was satisfied that the sum of £4,951.44 is due by the Respondents.

### **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**

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**19 December 2023**  
**Date**