



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/23/3482

Re: Property at 16 Pine Place, Cumbernauld, G67 3AU (“the Property”)

Parties:

Mr Ron Schaefer, 2a Westmount Park, Newtownards, BT23 4BP (“the Applicant”)

Mr James Donald, 137 Morar Drive, Cumbernauld, G67 4LH (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant:

**Sum of ONE THOUSAND FIVE HUNDRED AND FIFTEEN POUNDS (£1,515.00)
STERLING**

- **Background**
 1. An application was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to rent arrears accrued under a private residential tenancy agreement.
- **The Case Management Discussion**
 2. A Case Management Discussion took place on 15 January 2024 by conference call. The Applicant was represented by John Macauley of Ennova solicitors.

There was no appearance by or on behalf of the Respondent. The application had been intimated on the Respondent by Sheriff Officer on 22 November 2023. The Tribunal was accordingly satisfied that the Respondent had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondent's absence.

3. The Applicant's representative moved for the order for payment to be granted in the sum of £1,515.00. The Respondent is a Guarantor under a Private Residential Tenancy Agreement entered into between the Applicant and a Tenant, Emily Louise Evans, which tenancy commenced 10 April 2023. The Tenant has failed to make payment of rent and had fallen into arrears amounting to £1,515. The Applicant's agent has requested payment from the Respondent as Guarantor but nothing has been paid.

- Findings in Fact

4. The Tribunal made the following findings in fact:

- (i) The Respondent is a Guarantor under a Private Residential Tenancy Agreement ("the Agreement") which commenced 10 April 2023;
- (ii) In terms of Clause 8 of the Agreement, the Tenant, Emily Louise Evans, was obliged to pay a monthly rent of £595 to the Applicant;
- (iii) The Tenant, Emily Louise Evans, had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £1,515.00.
- (iv) The Respondent, as Guarantor in terms of Clause 38 of the Tenancy Agreement, guaranteed all payment of rent, any other obligations under the Agreement and any other payments due to the Landlord which the Tenant was required to pay under the Agreement.

- Reasons for Decision

5. The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent guaranteed all payment of rent in terms of Clause 38 of the tenancy agreement in his capacity as Guarantor, and is therefore liable to make payment of the arrears accrued amounting to £1,515.00 and which fall lawfully due to be repaid to the Applicant.

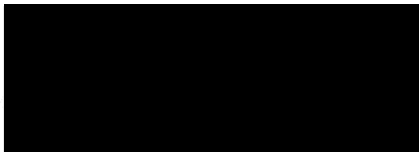
- Decision

6. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment of the undernoted sum to the Applicant:

Sum of ONE THOUSAND FIVE HUNDRED AND FIFTEEN POUNDS
(£1,515.00) STERLING

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.



Legal Member/Chair

Date: 15 January 2024