



**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/24/3899**

**Re: Property at 56 Buchanan Street, Flat 5, Glasgow, G69 6DY (“the Property”)**

**Parties:**

**Mr Michael Donnelly, Craigievar, 7 Bothwell Road, Uddingston, Glasgow, G71 7EZ (“the Applicant”)**

**Miss Danielle McGuigan, Ms Margaret McGuigan, 104 Camp Road, Glasgow, Lanarkshire, G69 6QS; 104 Camp Road, Glasgow, G69 6QS (“the Respondent”)**

**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 to make a payment order in the sum of Four thousand eight hundred and fifty eight pounds (£4858) Sterling, with a time to pay direction ordering payments of £400 per month from the date of this decision until the full amount is paid.

The Tribunal further awarded interest at the rate of 8% per cent per annum from the date of this decision until payment.

**Background**

- 1** This is an application for a payment order under Rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The Applicant claimed the sum of £5374 in respect of unpaid rent and costs for which the Respondents were liable under the terms of the private residential tenancy agreement between the parties.
- 2** The application was referred to a case management discussion (“CMD”) to take place by teleconference on 9 June 2025. The Tribunal gave parties notification

of the CMD under Rule 17(2) of the Rules. Said notification was served upon the Respondents by Sheriff Officers on 25 March 2025. Both parties were invited to make written representations in advance of the CMD.

- 3 On 29 May 2025 the Tribunal received an application for a time to pay direction from the first Respondent. A copy of the application was intimated to the Applicant.
- 4 On 2 June 2025 and 4 June 2025 the Tribunal received written representations from the Applicant's representative, Lindsays LLP.

### **The CMD**

- 5 The CMD took place on 9 June 2025 at 2pm by teleconference. The Applicant was represented by Mr Adam Gardiner of Lindsays LLP. The Respondents did not attend. The Tribunal noted that they had received proper notification of the CMD and determined to proceed in their absence.
- 6 The Tribunal had the following documents before it:-
  - (i) Form F application form and paper apart, as amended;
  - (ii) Title sheet LAN171579 confirming the Applicant's ownership of the property;
  - (iii) Excerpt from the online landlord register confirming the Applicant's landlord registration;
  - (iv) Private residential tenancy agreement between the parties;
  - (v) Rent increase notice and copy email to the first Respondent dated 17 June 2022;
  - (vi) Check in and check out inventory reports;
  - (vii) Invoices from Master of Cleaning, Mr Move Glasgow, Jack Johnson Home Improvements/Property Maintenance, and John Ward Joinery;
  - (viii) Estimates for works;
  - (ix) Copy correspondence from Lindsays to the Respondents dated 12 June 2024;
  - (x) Rent statements;
  - (xi) The Applicant's supplementary submissions; and
  - (xii) The first Respondent's time to pay application.
- 7 The Tribunal heard submissions from Mr Gardiner. He advised that he had received an email from the first Respondent advising that she would not be attending the CMD. He explained that the parties had reached agreement on the matter, and the Applicant was not opposing the time to pay direction. Mr Gardiner confirmed that the Applicant sought an order for payment in the reduced sum of £4858 together with interest at the rate of 8% per annum from the date of decision until payment.

## Findings in fact

- 8 The Applicant is the registered owner of the property. The Applicant is a registered landlord.
- 9 The Applicant and the first Respondent entered into a private residential tenancy agreement in respect of the property, which commenced on 1 March 2021.
- 10 In terms of Clause 38 of the said tenancy agreement the second Respondent undertook *"to guarantee all payments or rent, any other obligations under this Agreement and any other payments due to the Landlord which the Tenant is required to pay under this Agreement, and liability continues in respect of any payment due but not paid even after the termination of this Agreement or any alteration to this Agreement."*
- 11 The tenancy between the parties terminated on 30 April 2024.
- 12 The Applicant incurred costs in restoring the property to the condition it was in at the outset of the tenancy because of the first Respondent's fault or negligence. In particular, the Applicant had to arrange for the property to be cleared of items and rubbish left by the first Respondent. The Applicant also had to carry out a deep clean of the property, redecorate, and replace wardrobe doors, which had been damaged. The total costs incurred by the Applicant amounts to £2268.
- 13 In terms of Clause 18 of the said tenancy agreement the first Respondent agreed to be liable for the cost of repairs where the need for them was attributable to her fault or negligence.
- 14 In terms of Clause 8 of the said tenancy agreement the first Respondent undertook to pay rent at the rate of £575 per month.
- 15 On 17 June 2022, the Applicant sent a rent increase notice to the first Respondent. The rent was subsequently increased to £615 per month from 1 October 2022.
- 16 The first Respondent failed to pay the contractual rent for the property. As at the date of this decision, there are rent arrears outstanding in the sum of £2590.
- 17 In terms of Clause 37 of the said tenancy agreement, the Respondents undertook to pay *"an 8% late interest payment fee on any amount outstanding after 5 working days of the due date"*.

## **Reasons for decision**

- 18** The Tribunal was satisfied it had sufficient information before it to make relevant findings in fact and reach a decision on the application having regard to the application paperwork and the submissions heard at the CMD. In terms of Rule 17(4) and Rule 18(1) of the Rules the Tribunal determined that it could make a decision at the CMD as there were no issues to be resolved that would require a hearing and the Tribunal was satisfied that to make a decision would not be contrary to the interests of the parties. The first Respondent had confirmed in her time to pay application that she did not dispute liability for the claim.
- 19** The Tribunal therefore accepted, based on the documentary evidence produced by the Applicant, that the Respondents was liable to pay the sum of £4858. The rent arrears were not in dispute and it was noted from the most recent rent statement that the first Respondent had been making some payments towards the debt, albeit on a sporadic basis. Furthermore, it was clear from the inventory reports that the condition of the property had deteriorated significantly over the term of the tenancy, far beyond ordinary wear and tear. The Tribunal was satisfied that the Applicant had therefore incurred the costs claimed because of the first Respondent's negligence. The second Respondent, having agreed to act as guarantor and having signed the tenancy agreement to that effect, shared the first Respondent's liability for the sum due.
- 20** The Tribunal therefore concluded that the Respondents were liable to pay the sum of £4858 to the Applicant and determined to make a time to pay direction for payments of £400 per month, which reflected the agreement reached between the parties.
- 21** The Tribunal considered whether to exercise its discretion under Rule 41 of the Rules to award interest as sought by the Applicant. Taking into account the terms of the tenancy agreement, the Tribunal concluded that the Applicant was entitled to interest at the rate of 8% per annum on the sum due as a reflection of what parties had agreed. Neither Respondent had sought to challenge this element of the claim.
- 22** The Tribunal therefore made a payment order in the sum of £4858 with interest at the rate of 8% per annum from the date of this decision until payment, and a time to pay direction for payments of £400 per month.

## **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

9 June 2025

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Legal Member/Chair

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Date