



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/24/5220

Re: Property at 35 Renshaw Drive, Glasgow, G52 2JN (“the Property”)

Parties:

Manorlink Limited, Venlaw 4th Floor, 349 Bath Street, Glasgow, G2 4AA (“the Applicant”)

Miss Danielle Campbell, Mr Colin Campbell, 35 Renshaw Drive, Glasgow, G52 2JN; 43 Aursbridge Crescent, Barrhead, Glasgow, G78 2TJ (“the Respondents”)

Tribunal Members:

Nicola Irvine (Legal 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 £4,376.31, together with interest at the rate of 4% per annum from today’s date until payment.

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 Rules”). The Applicant sought an order for payment in the sum of £1,603.05 in respect of 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 1 March 2025 informing both parties that a CMD had been assigned for 20 May 2025 at 11:30am, which was to take place by conference call. In that letter, the parties were also told that they were 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 Respondent was invited to lodge written representations by 22 March 2025. No representations were received by the Tribunal.
4. On 6 May 2025, the Tribunal received an email from the Applicant's representative, attaching an updated rent statement. A copy had been sent to the Respondents by email and letter. The Applicant sought to increase the sum sought to £5,271.31.

The case management discussion – 20 May 2025

5. The CMD took place by conference call. The Applicant was represented by Miss Callaghan. The First Respondent joined the call and advised that the Second Respondent would not be joining the call, and the discussion proceeded in his absence.
6. The Applicant's representative explained that the First Respondent was the tenant and the Second Respondent was the guarantor. The tenancy ended on 18 March 2025 and the rent arrears had increased significantly to £5,271.31. The Applicant has recovered the deposit paid by the First Respondent and that has been applied to reduce the arrears to £4,376.31. The Applicant's representative moved to increase the sum sought to £4,376.31. This was not opposed by the First Respondent. She conceded that the updated rent statement produced was accurate. She would like to pay the arrears by instalments. She has offered £100 per month but has not yet completed an income and expenditure statement. The Applicant's representative moved for an order for payment in the sum of £4,376.31 with interest. It was accepted that there is no contractual provision for interest but was submitted that it is likely to take some time to have the sums repaid to the Applicant. The Respondent did not oppose the motion for an order for payment with interest.

Findings in Fact

7. The Applicant and First Respondent entered into a private residential tenancy which commenced 14 April 2023.
8. The contractual monthly rent was £895, payable in advance.
9. The tenancy ended on 18 March 2025.
10. The First Respondent owes the Applicant £4,376.31 in respect of rent arrears.
11. The Second Respondent guaranteed the obligations of the First Respondent in terms of the tenancy agreement, including the obligation to pay rent.

Reason for Decision

12. The Tribunal proceeded on the basis of the documents lodged, and the submissions made at the CMD. The First Respondent did not dispute the sum sought by the Applicant. The Tribunal was satisfied that the updated rent statement was accurate. The Applicant's representative had intimated a copy of the up to date rent statement to the Respondents. The Tribunal was satisfied that First Respondent owes the sum of £4,376.31 in respect of arrears. In terms of clause 38 of the tenancy, the Second Respondent guaranteed the payment of rent. Accordingly, the Tribunal granted the application to amend the sum sued for and thereafter granted an order for payment in that sum against both Respondents.
13. The tenancy agreement makes no provision for interest. However, it was accepted that it will take some time for the First Respondent to pay the Applicant. In these circumstances, the Tribunal exercised its discretion and awarded interest at the rate of 4% per annum. This is to put the Applicant in the position it would have been if the rent had been paid in a timely manner.

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.

Nicola Irvine
Legal Member/Chair

23 May 2025
Date