



**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/25/1487

Re: Property at 38 Hill Street, Dunoon, PA23 7AT (“the Property”)

Parties:

Mr Scott Mackellar, 123 Hillside Road, Paisley, Renfrewshire, PA2 6UA (“the Applicant”)

Miss Nicola Carlin, Mr Thomas Carlin, 38 Hill Street, Dunoon, PA23 7AT; 24 Hill Street, Dunoon, PA23 7AT (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order in favour of the Applicant against the Respondent for payment of FOUR THOUSAND ONE HUNDRED AND FIFTY FOUR POUNDS (£4,154.00) STERLING

Background

1. An application had been received under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment.
2. The application contained the tenancy agreement, rent statement, deposit certificate and correspondence to the guarantor seeking payment of the rent arrears.

3. This case called for a case management hearing on 15 October 2025. In attendance was the applicant. There was no appearance from the respondents.
4. There was evidence that notice of the case management hearing had been given to both respondents by sheriff officers on 3 September 2025; the tribunal was prepared to proceed in their absence.

Discussion

5. The applicant's representative advised that the respondents currently owed £4,154.00. £4,173.25 was owed as of 3 June 2025, when the tenancy came to an end. The applicant had recovered the deposit, once other items had been deducted from it, a remaining sum of around £19 was put to the rent arrears, leaving the final sum due of £4,154.00. The first respondent was the tenant, and the second was the guarantor. The applicant sought payment of this sum. There had been no payments made to reduce the arrears. He sought an order for payment for that sum.
6. He had submitted the tenancy agreement showing that the rent was £675 a month and a rent statement. The tenancy agreement showed that there was a tenant and also a guarantor. In addition, the landlord had submitted further updated rent statements after the application had been made, showing the increasing rent arrears. These further statements had been sent to the respondents.
7. The application originally sought payment for £2,756.57. The applicant sought to amend the sums sued for to £4,154.00. There was evidence that this increased sum had been notified to the respondents. The tribunal agreed to amend the sum sued.

Findings in Fact

8. The Tribunal found the following facts established: -
9. There existed a private residential tenancy. It had commenced on 3 March 2023.
10. The tenant was Nicola Carlin.
11. The landlord was Scott Mackellar.
12. The guarantor was Thomas Carlin.
13. The property was 38 Hill Street, Dunoon.
14. The tenancy stated that rent was £675 a calendar month payable in advance.
15. There was a rent statement showing how the arrears had occurred.
16. Rent arrears as of 3 June 2025 were £4,173.25.
17. There had been a deposit for recovered for the property, once the applicant had put other deposit monies to items relating to the tenancy, there was a sum of £19.25 put to the rent arrears. Leaving a final sum due of £4,154.00.
18. Condition 37 stated that the guarantor guarantees all payments of rent and other obligations 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 it. Thomas Carlin was named as the guarantor for Nicola Carlin. Thomas Carlin had signed the tenancy agreement on 22 February 2023.

Reasons for Decision

19. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies, liability for failure to pay contractual rent, is such a matter arising out of that contract.
20. The applicant's representative appeared. The respondents did not appear. The applicant's representative confirmed that he sought an order for payment.
21. The tenancy contract provided that rent of £675 per month was payable by the tenant. The tenant had failed to pay all or some of that rent. As of 3 June 2025, the tenant owed £4,173.25 in rent. The tribunal found that the tenant was in breach of contract with the landlord. The arrears had now reduced slightly to £4,154.00 outstanding as of 15 October 2025. The tenant was liable to pay this sum. There was also a guarantor in this agreement, and Thomas Carlin had signed the agreement guaranteeing all payments owed by the tenant to the landlord. He is also therefore liable for this sum.
22. Considering the papers and the oral submission by the applicant's representative, the tribunal was prepared to grant the order for payment.

Decision

23. The Tribunal grants an order in favour of the Applicant against the Respondents for payment of FOUR THOUSAND ONE HUNDRED AND FIFTY FOUR POUNDS (£4,154.00) 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.

Melanie Barbour

15 October 2025

Legal Member/Chair

Date