

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/24/5198**

**Re: Property at 71A Main Street, Airdrie, ML6 8SB (“the Property”)**

**Parties:**

**Knoxland Properties Limited, 152 Slateford Road, Bishopton, PA7 5FU (“the Applicant”)**

**Ms Jade James, 175 Calder Street, Coatbridge, ML5 4QN and Ms Karen James,  
56 Earlstoun Crescent, Coatbridge, ML5 4UQ (“the Respondents”)**

**Tribunal Members:**

**Shirley Evans (Legal Member)**

**Decision (in absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondents in favour of the Applicant in the sum of SEVEN THOUSAND EIGHT HUNDRED AND EIGHTY NINE POUNDS AND SEVEN PENCE (£7889.07) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondents.**

**Background**

1. This is an action for recovery of rent arrears and damages raised in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of Private Residential Tenancy Agreement between the Applicant and Jade James dated 10 September 2022, a rent statement, correspondence between the Applicant and Thorntons Law, letters dated 27 March 2023 and 14 August 2023 from Thorntons Law to

Karen James, various photographs of the Property from about September 2022 and 3 April 2023 and a statement of cost of repairs dated 15 April 2024.

3. On 31 March 2025, the Tribunal emailed Jade James to advise the application would be served by way of advertisement. The application was thereafter served on the Respondents by advertisement in terms of Rule 6A of the Rules. A copy of the Executions of Service was received by the Tribunal administration and placed before the Tribunal.
4. The Tribunal proceeded with a Case Management Discussion ("CMD") on 10 June 2025 by way of teleconference. The Applicant was represented by Ben Ager from Thorntons Law. The Respondents were not present or represented. Mr Ager moved the Tribunal to discharge the CMD to allow them to make further enquiries regarding the Guarantor, Karen James for enforcement purposes. The Tribunal explained that the application had been properly served on both Respondents by way of service by advertisement, but as the Applicant wished to make further enquiries the Tribunal was minded to discharge the CMD.
5. On 24 June 2025 the Applicant's solicitor advised that Tribunal that Sheriff Officers had traced the Respondents to 56 Earlston Crescent, Coatbridge.
6. On 14 October 2025 the Tribunal served notification on the Respondents that a CMD would proceed on 26 November 2025 under Rule 17 of the Regulations. This paperwork was served on Jade James at 175 Calder Street, Coatbridge and on Karen James at 56 Earlston Crescent, Coatbridge by Stuart Sinclair, Sheriff Officer, Glasgow on 14 October 2025 and the Executions of Service was received by the Tribunal administration.

### **Case Management Discussion**

7. The Tribunal proceeded with a CMD on 26 November 2025 by way of teleconference. Ms Cooper from Thorntons Law appeared for the Applicant. Mr O'Hagen from the Applicant was also in attendance. Neither Respondent was not present or represented despite the Tribunal starting 10 minutes late to allow the Respondents time to join. The Tribunal was satisfied the Respondents had received notice under Rule 24 of the Regulations and accordingly proceeded in their absence.
8. The Tribunal had before it the Private Residential Tenancy Agreement between the Applicant and Jade James dated 10 September 2022, the statement, correspondence between the Applicant and Thorntons Law, letters

dated 27 March 2023 and 14 August 2023 from Thorntons Law to Karen James, various photographs of the Property from about September 2022 and 2 April 2023 and a statement of cost of repairs dated 15 April 2024. The Tribunal considered the terms of these documents.

9. Ms Cooper moved the Tribunal to grant an Order for payment of £7889.07. She submitted that in terms of Clause 7 of the tenancy agreement Jade James had agreed to pay rent of £550 per month. Jade James incurred rent arrears and although the Applicant had agreed a repayment arrangement with her, Ms James had defaulted on that. She had been evicted from the tenancy on 23 November 2023. After the tenancy deposit of £550 had been applied, the arrears were £4671.
10. She submitted that Jade James had failed to take reasonable care of the Property in terms of Clause 16 of the tenancy agreement. In terms of Clause 34 of the tenancy agreement Ms James had agreed not to have any pets without the Applicant's prior written consent. Jade James kept two cats at the Property. Jade James neglected the cats. The SSPCA had been called to the Property and removed the cats due to concerns regarding their welfare on 3 April 2023. The Property was in a terrible state. In terms of Clause 17 of the tenancy agreement Jade James is liable to meet the costs of any repairs due to her fault or negligence. The repairs to the Property amounted to £3218.07 as shown in the statement of repairs lodged.
11. Ms Cooper further submitted that in terms of Clause 25 of the Tenancy Agreement, Karen James agreed to guarantee all payments of rent, any other obligations under the Agreement and any other payments due to the Landlord which the Tenant is required to pay and that that liability continued after the Agreement had been terminated. They had written to her on 27 March 2023 and on 14 August 2023 but had received no reply.

### **Findings in Fact**

12. The Applicant and Jade James entered into a Private Residential Tenancy Agreement on 10 September 2022.
13. Clause 16 of the Tenancy Agreement provided that Jade James agreed to take reasonable care of the Property. Further she agreed that she would be liable for the costs of repairs caused by her fault or negligence. In terms of Clause 34 she agreed not to keep any pets in the Property without the Applicant's prior written consent.

14. Karen James signed the tenancy agreement as Guarantor. Clause 25 of the tenancy agreement provided:-

*“The Guarantor guarantees all payments of 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”.*

15. The Property was in a clean and tidy condition at the start of the tenancy on 10 September 2022.

16. Jade James housed two cats in the Property. She is in breach of Clause 34 of the tenancy agreement. She neglected the cats. Neighbours were concerned for their welfare. The Applicant attended at the Property with the SSPCA on 3 April 2023. The SSPCA removed the cats.

17. Following upon an order to repossess, the tenancy terminated on 23 November 2023. The Property had been damaged and was not in a satisfactory state. Jade James is in breach of Clauses 16 and 17 of the tenancy agreement.

18. After termination of the tenancy the Applicant arranged for the Property to be cleared, cleaned and repaired at a cost of £3218.07 due to Jade James' failure to carry out her contractual obligations.

19. Jade James is obliged to repay the Applicant rent arrears of £4671 in terms of Clause 7 of the tenancy agreement. She is obliged to pay damages of £3218.07 in terms of Clause 17 of the tenancy agreement.

20. Karen James is obliged to pay £7889.07 in terms of Clause 25 of the tenancy agreement.

### **Reasons for Decision**

21. The Tribunal considered the terms of the application together with the documents lodged and the submissions made by Ms Cooper at the CMD.

22. The Tribunal was satisfied that the Applicant had presented very clear evidence that Jade James had not complied with her tenancy obligations to pay rent or to keep the Property clean and tidy throughout the tenancy, that she had left the Property in an unsatisfactory state and had failed to take reasonable care of the Property resulting in damage to the Property. The Applicant is entitled to seek payment for the rent arrears and damages, the costs of which Jade James as tenant and Karen James as Guarantor are obliged to pay.

23. Neither Respondent had engaged with the Tribunal process. In the circumstances the Tribunal accepted the Ms Cooper's submissions particularly when they were evidenced by the photographs lodged. The Applicant is accordingly entitled to an order for payment against the Respondents.

### **Decision**

24. The Tribunal award a payment order of £7889.07 against the Respondents in favour of the Applicant.

### **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.**

# Shirley Evans

30 November 2025

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Legal Chair

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Date