

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/25/1991

Re: Property at 207 Calder Road, Sighthill, Edinburgh, EH11 4RG (“the Property”)

Parties:

MR CALUM WATSON, MISS EILIDH WATSON, 14 CHEVIOT CRESCENT, EAST KILBRIDE, G75 9GA; Flat 4,6 Buckle Street, Aldgate, London, E1 8ZS (“the Applicant”)

MS TRACEY BERRY, 16 SIGHTHILL RISE, EDINBURGH, EH11 4PZ (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for Payment be made by the Respondent to the Applicant in the sum of Four Thousand, One Hundred and Thirty Two Pounds and Thirty Three Pence (£4,132.33) together with interest at the rate of Four per centum (4%) per annum from the date of this Decision, namely 7 January 2026, until payment.

- **Background**

1. The Applicant applied to the Tribunal for an Order of Payment against the Respondent by application dated 9 May 2025.
2. The Respondent was a guarantor on a Private Tenancy Agreement between her daughter and the Applicant. A previous Order had been made against the Respondent’s daughter for payment of outstanding sums of rent, which had not been paid.

3. The application was accepted for determination on 19 July 2025. Sheriff Officers served by depositing on 5 November 2025.
4. The Respondent had been communicating asking for some more time, but had not made any written representations.

- **The Case Management Discussion**

1. At the case management discussion, Ms Thorpe, from Jackson Boyd, Solicitors, attended on behalf of the Applicant. There was no appearance by or for the Respondent.
2. The Tribunal was invited to make an Order. Clause 49 of the Private Residential Tenancy Agreement set out that the guarantor was to make payment in the event that the tenant defaulted.

- **Findings in Fact**

1. The Respondent was a guarantor in a Tenancy Agreement dated 20 May 2021.
2. In terms of that Tenancy Agreement, at Clause 49, the guarantor obliged herself in respect of all payments of arrears or such other obligations under the agreement in respect of any payment due but not paid, even after the termination of the agreement.
3. The tenancy was vacated on 22 May 2024.
4. The tenancy deposit was used for the purpose of repairing damage to the Property.
5. Outstanding at the termination of the tenancy was rent of Four Thousand, One Hundred and Thirty Two Pounds and Thirty Three Pence (£4,132.33).
6. Proceedings had been taken against the tenant, but no payment had been made.

- **Reasons for Decision**

1. There was no appearance by or for the Respondent. The Tenancy Agreement set out clearly that the guarantor was responsible for any outstanding sums due, particularly in relation to issues of rent. The guarantor signed the agreement. Proceedings had been raised initially against the tenant, without payment. Proceedings were now being raised against the guarantor.
2. The guarantor had made no written representations and did not attend at the hearing.

3. The Tribunal accepted the Tenancy Agreement, together also with rent statement. In the circumstances, the Tribunal granted the Order for Payment.
 4. There was an invitation to grant interest at the rate of Eight per centum (8%) per annum. The Tribunal took the view that a more appropriate rate for interest was Four per centum (4%) standing current interest rates.
- Decision
 1. To make an Order for Payment by the Respondent to the Applicant in the sum of Four Thousand, One Hundred and Thirty Two Pounds and Thirty Three Pence (£4,132.33) together with interest at the rate of Four per centum (4%) per annum from the date of this Decision, namely 7 January 2026, until payment.

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.

Mark Thorley

07 January 2026

Legal Member

Date