



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 1988**

Chamber Ref: FTS/HPC/CV/25/1390

Re: Property at 26 Thornton Street, Coatbridge, ML5 2NZ (“the Property”)

Parties:

**Ms Jane Standerwick, 2a Westmount Park, Co. Down, Newtonards, BT23 4BP
 (“the Applicant”)**

**Ms Amanda Kearney, Mr Paul Cameron (Guarantor), 26 Thornton Street,
Coatbridge, ML5 2NZ; 74 Lady Wilson Street, Aidrie, ML6 9NE (“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 that the Respondents are liable to pay the Applicant the sum of Three thousand, two hundred and nine pounds and eighty pence (£3209.80) Sterling under the terms of the short assured tenancy agreement between the parties.

The Tribunal therefore made an order for payment in the sum of £3209.80.

Background

- 1 This is an application for a payment order under rule 70 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 16 of the Housing (Scotland) Act 1988. The Applicant sought to claim rent arrears and costs arising from the short assured tenancy agreement between the parties.
- 2 The application was accepted and referred to a case management discussion (“CMD”) to take place by teleconference on 3 March 2026. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules.

Said notice was served upon the Respondents by sheriff officers on 16 January 2026 and required them to make any written representations in response to the application no later than 4 February 2026.

- 3 On 16 January 2026 the Tribunal received an email from the second Respondent advising that he no longer resided with the first Respondent and believed he had been removed as her guarantor. He did not wish to have anything to do with the case and asked for his details to be removed.
- 4 On 29 January 2026 the Tribunal responded to the second Respondent by email. In summary, the Tribunal advised that it could not remove him from the case and that he should instead discuss his position with the Applicant's representative. The Tribunal invited the second Respondent to provide any evidence of his removal as guarantor which the Tribunal would take into consideration. The Tribunal strongly encouraged the second Respondent to attend the CMD as the Tribunal could make a decision at the CMD and his absence would not prevent the Tribunal from doing so if it had sufficient information.
- 5 The Tribunal received no further correspondence from the second Respondent. No response to the application was received from the first Respondent.

The CMD

- 6 The CMD took place on 3 March 2026 by teleconference. Mr John McAulay represented the Applicant. The Respondents did not join the call. The Tribunal noted that they had been given notice of the CMD under Rule 17(2) of the Rules and had not notified the Tribunal of any reason why they could not attend. The Tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in their absence.
- 7 The Tribunal had the following documents before it:-
 - (i) Form F application form;
 - (ii) Title sheet confirming the Applicant's ownership of the property and proof of the Applicant's landlord registration;
 - (iii) Short assured tenancy agreement between the parties;
 - (iv) Rent statement;
 - (v) Photographs of the garden of the property;
 - (vi) Invoice from Gavin Property Services;
 - (vii) Copy letter from Edinburgh City Council to the Applicant regarding the condition of the garden; and
 - (viii) Mandate from the Applicant authorising John McAulay to act as her representative.
- 8 The Tribunal heard submissions from Mr McAulay on the application. The following is a summary of the key elements of the submissions.

- 9 Mr McAulay outlined the terms of the application, with reference to the supporting documents. The first Respondent had accrued rent arrears in the sum of £2709.80 and had allowed the condition of the garden to deteriorate. The Applicant had spent £500 employing a gardener to restore the garden to a reasonable condition. These costs were a reasonable and necessary expense arising from the first Respondent's breach of her obligations to maintain the garden despite repeated requests from the Applicant. The second Respondent was the first Respondent's guarantor. The Applicant sought an order for payment against the Respondents in the sum of £3209.80 with interest at the rate of 7.75% per annum which reflects the contractual interest rate.

Findings in fact

- 10 The Applicant is the owner and landlord, and the first Respondent is the tenant, of the property, in terms of a short assured tenancy agreement, which commenced on 12 February 2016.
- 11 The second Respondent is the Respondent's guarantor. The second Respondent agreed to guarantee the performance of the first Respondent's obligations under the tenancy agreement, and to keep the Applicant indemnified against all losses and costs associated with any failure by the first Respondent to fulfil any part of the agreement.
- 12 The rent due under the tenancy agreement is £550 per month.
- 13 The first Respondent failed to pay rent as agreed. The first Respondent has accrued rent arrears in the sum of £2709.80.
- 14 The first Respondent is responsible under clause 19 of the tenancy agreement for ensuring that the garden is kept in a clean and tidy condition and properly tended.
- 15 The first Respondent failed to maintain the garden as agreed despite repeated requests from the Applicant. The first Respondent allowed the garden to become overgrown and strewn with bags of waste. The condition of the garden was the subject of a complaint to the local authority. The local authority subsequently contacted the Applicant requiring she take action to maintain the garden to an acceptable standard.
- 16 As a result of the first Respondent's failure to maintain the garden, the Applicant had to employ a gardener to clear rubbish and restore the garden to a reasonable condition at a cost of £500.

Reasons for decision

- 17 The Tribunal was satisfied it could make relevant findings in fact based on the documentary evidence and submissions from Mr McAulay at the CMD. There was no contradictory evidence before the Tribunal, and therefore no issues to be resolved that would require a hearing to be fixed.

- 18 The Tribunal determined based on the rent statement and tenancy agreement produced that the first Respondent had an obligation to pay rent of £550 per month, and had failed to do so, resulting in rent arrears of £2307.80.
- 19 The Tribunal further determined that the first Respondent allowed the garden to significantly deteriorate due to her neglect, which led to complaints and intervention from the local authority. The Tribunal accepted based on the invoice produced that the Applicant had incurred costs in the sum of £500 in restoring the garden to a reasonable condition. The Tribunal was satisfied that said costs were a direct result of the Respondent's failure to comply with her obligations under the tenancy agreement in respect of the garden, and the Applicant was therefore entitled to recover her loss in this regard.
- 20 The Tribunal therefore concluded the first Respondent as the tenant of the property, and the second Respondent as her guarantor, are jointly and severally liable to pay the sum of £3209.70 to the Applicant under the terms of the tenancy agreement. Whilst the second Respondent is of the view that he has been removed from the tenancy as guarantor, he has provided no evidence of this and no further explanation. The Tribunal therefore determined that he remains the first Respondent's guarantor, as evidenced by the tenancy agreement produced by the Applicant.
- 21 Accordingly, the Tribunal determined to make an order for payment in the sum of £3209.70. The Tribunal further determined to award interest under Rule 41A of the Rules at the rate of 7.75% per annum from the date of this decision until payment, which reflects the contractual interest rate agreed by the parties.

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

3 March 2026

Legal Member/Chair

Date