



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/25/3374

Re: Property at 8 Mcintosh Gardens, Carlisle, ML8 5FN ("the Property")

Parties:

Mrs Yvonne Burton and Alexander Burton, 52 Whiteshaw Avenue, Carlisle, ML8 5TU ("the Applicants")

Mr Martin Haddow, 32 Commonhill Gardens, Hamilton, ML3 8FT ("the Respondent")

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondent)

At the Case Management Discussion ("CMD"), which took place by telephone conference on 17 February 2026, the Applicants were in attendance and were represented by Ms Jenna Thorpe of Jackson Boyd Lawyers, Glasgow.

The Respondent was neither present nor represented. However he had lodged detailed written representations with the Tribunal by email dated 13 January 2026 and 10 February 2026 in terms of which he disputes liability for the sums claimed by the Applicants and seeks dismissal of the application.

The Applicants representative had also lodged additional written representations by email dated 10 February 2026.

In the circumstances, the Tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Respondent having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

Background

The Tribunal noted the following background –

- i. The Applicants were formerly the heritable proprietors of the Property.

- ii. During their period of ownership of the Property, the Applicants leased the Property to Kieran Campbell and Niamh Ross in terms of a Model Private Residential Tenancy Agreement ("the First PRT") that commenced on 6 March 2024, the Landlord in terms of the PRT being stated to be the First Applicant.
- iii. The PRT was signed by the parties on 6 March 2024.
- iv. The rent payable in terms of the PRT was agreed to be £775 per calendar month.
- v. Separately on 27 February 2024 the First Applicant and the Respondent entered into a "Private Residential Tenancy Guarantor Agreement" relative to the Property in terms of which the Tenants are stated to be Kieran Campbell and Niamh Ross.
- vi. The Guarantor Agreement states:-

"Landlord: **Yvonne Burton**
 Rental Property Address: **8 McIntosh Gardens, Law Village,**
 Tenants: **Niamh Ross and Kieran Campbell**
 Named Guarantor: **Mr Martin Haddow**

The Tenants agree to jointly and severally guarantee to the Landlord the payment of the Rental fee of the said property, this being £775.00 per calendar month, however in the event that the Tenants named herein fail to or are unable to meet the relevant monthly payments the Guarantor named herein agrees that they are primarily liable to the Landlord under the terms of the tenancy, and will on behalf of the Tenants as named above, pay the monthly rental fee as agreed.

In addition, this will include any other sums of money in accordance with the provisions of the Tenancy Agreement, i.e. damage to the property. As such the Tenants will observe details therein the Tenancy agreement and all obligations under this tenancy. It should be noted that any damage must be reported immediately to the Landlord upon occurrence.

Guarantors signing this agreement take full responsibility for all of the terms and conditions in the Residential Tenancy Agreement that the Tenants are responsible for, noting that their liability will continue for the duration of the tenancy. They are also confirming that they have adequate funds to cover any default in rental fees by the named Tenants."

- vii. On 16 May 2024 the First Applicant and Kieran Campbell entered into a Model Private Residential Tenancy Agreement marked "Amended May 2024" and "THIS DOCUMENT HAS BEEN AMENDED TO SINGLE TENANCY AGREEMENT FOLLOWING CONFIRMATION BY BOTH PARTIES (KIERAN CAMPBELL AND NIAMH ROSS)" ("the Second PRT") that purports to have commenced on 6 March 2024 at a rent of £775 per calendar month.
- viii. On 19 November 2024 the First Applicant and Kieran Campbell sign a document entitled "MODEL PRIVATE TENANCY AGREEMENT Addendum to Agreement as Amended May 2024". This document ("the Addendum") purports to amend the Second PRT in various respects.
- ix. The Respondent is not a party to the Second PRT or the Addendum.

- x. Keiran Campbell vacated the Property on 25 January 2025.
- xi. The Respondent returned the keys to the Property to the Applicants on 8 February 2025.
- xii. The application before the Tribunal is dated 6 August 2025 and seeks a payment order against the Respondent in the sum of £1351.84 by way of rent arrears plus interest thereon.

The CMD

At the outset of the CMD the Tribunal suggested to the Applicants' representative, Ms Thorpe, that the Second PRT was in fact an entirely new tenancy agreement with Kieran Campbell rather than an amendment to the First PRT as is suggested in the application. Ms Thorpe accepted that to be the case and stated the Tribunal could proceed on that basis.

Ms Thorpe also accepted that the Addendum was therefore a variation of the Second PRT and that the Respondent was not a party to the Second PRT or the Addendum.

Further oral submissions were made by and on behalf of the Applicants as follows –

- i. The Applicants were aware that Niamh Ross had left the Property.
- ii. The Respondent had paid rent due by Kieran Campbell in June and July 2024.
- iii. Kieran Campbell avoided signing the Addendum until November 2024.
- iv. The Respondent did not object when the Second PRT was sent to him by email dated 3 June 2024.
- v. The Respondent also did the key handover at the end of the tenancy and started to pay rent arrears due.
- vi. The Applicants assumed the Respondent had read the Second PRT. He was named in the Second PRT and made payments which justified the Applicants in considering him still to be the Guarantor.
- vii. Two payments of £676 were paid by the Respondent to the Applicants after the tenancy had ended.
- viii. The Applicants were under the impression the Respondent knew there was a new contract and showed the actions of a Guarantor and did not object. The Respondent is therefore personally barred from disputing liability for the rent arrears still due. Ms Thorpe made reference to the authorities lodged but not to any particular passages therein.

The Tribunal adjourned to consider the position carefully and intimated that a decision on the application would be made and issued in writing thereafter.

Reasons for Decision

The First PRT was entered into between the First Applicant as Landlord and Kieran Campbell and Niamh Ross as Tenants on 6 March 2024 with a start date also of 6 March 2024.

The Guarantor Agreement was entered into with the Respondent prior to the First PRT but is clearly in respect of the First PRT and guarantees obligations of Kieran Campbell and Niamh Ross thereunder.

Notwithstanding the labelling on the Second PRT as some sort of amendment to the First PRT it is clearly a complete and stand-alone tenancy agreement that supersedes the First PRT and is in the names of the First Applicant as Landlord and Kieran Campbell as the sole Tenant.

The Second PRT at the end of the "RENT" clause states –

"OF NOTE: Following amendment of Tenancy Agreement herein, it has been agreed that all subsequent rental fees commencing May 2024 will be paid directly via Martin Haddow (named Guarantor) on behalf of the tenant Kieran Campbell).

Further under the signing block in the Second PRT wording is added as follows –

"A copy of this amended agreement has also been provided to the named Guarantor (Martin Haddow)."

Neither of these references fix the Respondent with legal contractual liability as a guarantor under the Second PRT. The Respondent was not a party to the Second PRT. He did not sign the Second PRT. He was not asked to sign a new guarantor agreement or agree any amendment to the existing Guarantor Agreement dated 27 February 2024.

The email exchanges between the Applicants and the Respondent on 3 June 2024 do not change the position. The First Applicant simply sends to the Respondent a copy of the Second PRT duly signed by her and Kieran Campbell. The Respondent is not asked to confirm that he will act as a guarantor for any of the obligations on Kieran Campbell under the Second PRT. The Respondent's acknowledgement of that email is nothing more than that – an acknowledgement of the paperwork sent.

The fact the Respondent pays rent for Kieran Campbell in June and July 2024 adds nothing.

The fact the Respondent made two payments subsequent to the tenancy ending does not create any legal contractual and enforceable obligation on the Respondent to pay the other sums left outstanding.

Issues of personal bar simply do not arise.

The Respondent has no contractual liability to the Applicants and is not liable to make payment of the sums claimed.

Decision

The application is refused.

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.

Legal Member/Chair

Gillian Buchanan

13 March 2026**Date**