



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/25/0638

Re: Property at 20 Coyle Avenue, Drongan, Ayr, KA6 7BB (“the Property”)

Parties:

Innovative Property Hub Limited, 54 Foxlydiate Crescent, Redditch, B97 6NH (“the Applicant”)

Ms Aimee Moore, Mr Alexander Moore (Guarantor), 20 Coyle Avenue, Drongan, Ayr, KA6 7BB; 27 Crescent Road, Alverstoke, Gosport, PO12 2DJ (“the Respondent”)

Tribunal Members:

Valerie Bremner (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of Two Thousand One Hundred and Ninety Pounds Only (£2190.00) be made in favour of the Applicant and against both the First Respondent tenant Ms Moore and the Tenancy guarantor Mr Alexander Moore the Second Respondent.

Background

1.This application for a payment order in terms of Rule 111 of the Tribunal rules of procedure was first lodged with the Tribunal on 14th February 2025 and accepted by the Tribunal on 14th March 2025.A case management discussion was fixed for 22nd August 2025 at 10am.

Case Management Discussion

2.Mr Cudal appeared on behalf of the Applicant landlord. There was no appearance by the Respondent tenant Ms Moore or her guarantor the second Respondent Mr Alexander Moore and neither was represented. The Tribunal was aware that

appropriate notice by Sheriff Officers had not been given to both the Respondents given that attempts to serve the application, supporting papers and the date of the case management discussion on both Respondents had been unsuccessful as the Respondent tenant Ms Moore's address in Ayr was found by Sheriff Officers to be empty and the Second Respondent's address in Gosport was also found by Sheriff Officers to be empty with a neighbour advising that Mr Moore had left some three months before and the property was seen to have a "sold" sign outside it.

3.The Applications against both the Respondents had been the subject of service by advertisement on the Tribunal website in terms of Rule 6A of the Tribunal rules of procedure and accordingly having had sight of a certificate of service by advertisement that Tribunal was satisfied that it was appropriate to proceed in the absence of the Respondents.

4.The Tribunal had sight of the application, a tenancy agreement, a guarantor form, rent statements, email arrears letters, and communications between the first Respondent and the landlord's representatives.

5.The Applicant had entered into a tenancy agreement with the First Respondent Aimee Moore with effect from 31st July 2024. The Applicant had required a guarantor and the Second Respondent Mr Alexander Moore applied to be a guarantor in respect of the tenancy, was accepted and signed the tenancy electronically on 30th July 2024.

6.The tenancy agreement stated that: -

"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".

7.The monthly rent payable in terms of the tenancy agreement was £730 per calendar month payable in advance.

8.The rent due in terms of the tenancy agreement was paid for July, August, September and October 2024.No rent was paid for November and December 2024 and January 2025.Arrears communications were sent by email to Aimee Moore by the landlord's agent and one of these signposted her to sources of financial support. An email was also sent to Mr Alexander Moore the guarantor in December 2024 seeking that he arrange payment when the rent arrears were £730.This email to Mr Moore elicited no response.

9.There was communication to the landlord's agent by the First Respondent Aimee Moore who indicated at the end of 2024 that she was seeking universal credit and would try to set up a payment plan for the rent arrears. It appeared the rent arrears coincided with her losing her job. In late December 2024 Ms Moore indicated she was back at work and would try to send money towards the rent arrears in 2025 and gave specific figures she would pay. She did pay some money in February 2025, but the offer of a payment plan was not adhered to at all. She was evicted from the property

in June 2025, and the Applicant has had no communication from her since then regarding the outstanding rent arrears.

10.No communication was ever received from the guarantor the second Respondent Mr Alexander Moore despite the fact that he was advised that the rent was in arrears by email from the Landlord's agent in December 2024.

11.The First Respondent's circumstances during the tenancy agreement are not fully known by the Applicant but it was understood that the First Respondent has more than one child .No rent was ever received by the Applicant on her behalf by means of a universal credit payment and at no time did she advise that she could not pay the rent due to a delay or failure in the payment of universal credit.

12.The sum of £2190 being the rent due to the Applicant in terms of the tenancy for November, December 2024 and January 2025 is still outstanding and has not been paid.

Findings in Fact

13.The Applicant entered into a tenancy agreement at the property with the First Respondent Aimme Moore with effect from 31st July 2024.

14.The monthly rent payable in terms of the tenancy agreement was £730 per month in advance.

15.The Applicant required a tenancy guarantor and the Second Respondent Mr Alexander Moore applied to be the guarantor on the tenancy and was accepted.

16.The Second Respondent Mr Alexander Moore signed the tenancy electronically as guarantor for the First Respondent on 30th July 2024.

17.The tenancy agreement indicated that 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.

18.Rent arrears accrued in terms of the tenancy from November 2024 and no rent was paid for the months of November and December 2024 and January 2025.

19. The Applicant communicated with the First Respondent Aimme Moore who appeared to have lost her job, was seeking benefits and said she would set up a payment plan for the rent arrears.

20.The Second Respondent was advised when the rent arrears started to accumulate in December 2024 and asked to arrange payment, but the email sent elicited no reply and no payment was made by him at any time.

21. Although some rent was paid in February 2025 the sums due in rent for November and December 2024 and January 2025 are still outstanding.

22. The sum of £2190 is due in terms of unpaid rent in terms of the tenancy agreement for these months and has not been paid at any stage.

23. Both the First Respondent Tenant and the Second Respondent guarantor are liable for the unpaid rent in terms of the tenancy and neither has paid it.

24. The First Respondent was evicted from the tenancy in June 2025.

25. The Sum of £2190 is lawfully due by both Respondents to the Applicant in terms of the tenancy agreement.

Reasons for Decision

It is clear that rent in this application has remained unpaid for some time during this tenancy which has ended and no attempts have been made to pay it by either the tenant or the guarantor. Their obligations are clear in terms of the tenancy agreement, and the money is lawfully due.

Decision

The Tribunal determined that a payment order in the sum of Two Thousand One Hundred and Ninety Pounds Only (£2190.00) be made in favour of both the Applicant and against the First Respondent tenant Ms Moore and the Tenancy guarantor Mr Alexander Moore the Second Respondent.

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.

V. Bremner

Legal Member/Chair

— 22.8.25 _____
Date