



**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/20/1875**

**Re: Property at 2a Arcadia Street, Bellshill, North Lanarkshire, ML4 1JS (“the  
Property”)**

**Parties:**

**Mr Lendrick Gillies, 1 Corstorphine House Terrace, Edinburgh, EH12 7AE (“the  
Applicant”)**

**Sharon Blue, Lee Morrell, Miss Katie Blue, 147 Hattonrigg Road, Bellshill, ML4  
1HG; 111 St Brides Way, Bothwell, Glasgow, G71 8QF; 147 Hattonrigg Road,  
Bellshill, ML4 1HG (“the Respondents”)**

**Tribunal Members:**

**Graham Harding (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Applicant was entitled to an order for payment by  
the Respondents jointly and severally in the sum of £2914.80 together with  
interest at the rate of 8% per annum from the date of the decision until payment.**

**Background**

1. By application dated 4 September 2020 the Applicant’s representatives Gilson Gray LLP, Solicitors, Edinburgh applied to the Tribunal for an order for payment by the Respondents in respect of alleged rent arrears and additional sums arising from a Private Residential Tenancy agreement in respect of the property. The Applicant’s representatives submitted a copy of the tenancy agreement, a rent statement and a solicitor’s invoice in support of the application.

2. By Notice of Acceptance dated 9 September 2020 a legal member of the Tribunal with delegated powers accepted the application and a Case Management discussion was assigned.
3. Intimation of the Case Management Discussion was sent to the Applicant's representatives by post on 16 September 2020 and was served on the Respondents by Sheriff Officers on 17 September 2020.

### **The Case Management Discussion**

4. A Case Management Discussion was held by teleconference on 15 October 2020. The Applicant did not attend but was represented by Mr Crombie of Gilson Gray LLP. The Respondents did not attend and were not represented. The Tribunal being satisfied that proper intimation of the Case Management Discussion had been given to the Respondents determined to proceed in their absence in accordance with Rule 29 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the 2017 Rules").
5. Mr Crombie referred the Tribunal to the Tenancy Agreement signed by the parties and to the rent statement. This he said showed that the tenants Miss Blue and Mr Morell had started to accrue rent arrears from 1 December 2019 and as at 1 March 2020 were due to pay rent of £2550.00.
6. Mr Crombie also referred the Tribunal to his firm's invoice of 30 June 2020 in the sum of £364.80 which he said was in respect of work done sending letters to the Respondents and instructing tracing agents. Mr Crombie confirmed this amount was recoverable from the Respondents in terms of Clause 8 of the Tenancy Agreement.
7. The Tribunal asked Mr Crombie what had happened to the Tenants' deposit of £550.00 and after a short adjournment was advised by Mr Crombie that this remained in the Tenancy Deposit Scheme and still had to be dealt with. Mr Crombie asked the Tribunal to grant the order sought in the full amount of £2914.80 together with interest at 8% from the date of the decision. Mr Crombie referred the Tribunal to Clause 8 of the Tenancy Agreement which made provision for interest on late payment of rent at the rate of 8% per year.
8. The Tribunal queried whether there was sufficient designation of the Respondent Sharon Blue within the Tenancy Agreement as she was only fully designated in the signing block and not in the body of the agreement. Mr Crombie submitted that it was clear what the obligations of the guarantor were within the body of the agreement and Ms Blue had signed as guarantor and was aware of her obligations and was properly designated in the document at the point where she signed and that was sufficient.

### **Findings in Fact**

9. The parties entered into a Private Residential Tenancy that commenced on 2 September 2019.
10. Ms Sharon Blue agreed to act as guarantor for any debts due to the Applicant by Miss Blue and/or Mr Morrell.
11. The Respondents owe the Applicant the sum of £2550.00 in respect of rent due up to 1 May 2020.
12. The Respondents are liable for payment of legal fees and outlays incurred by the Applicant to Gilson Gray LLP arising from the Respondents breach of the Tenancy Agreement.
13. The Tenancy Agreement makes provision for interest to be paid on any unpaid rent at the rate of 8% per year.

### **Reasons for Decision**

14. The Tribunal was satisfied from the documents submitted and the written and oral submissions that the Respondents Miss Katie Blue and Mr Lee Morrell had accrued rent arrears amounting to £2550.00. The Tribunal was also satisfied that the tenancy agreement provided for the Applicant to recover any additional legal fees and outlays arising from any failure to pay rent on time and any expenses incurred in pursuing for payment and he was therefore entitled to recover the cost incurred by his solicitors as detailed on the invoice of 30 June 2020.
15. The Tribunal was satisfied from the documents submitted and the written and oral submissions that the Respondent Ms Sharon Blue was sufficiently designed within the tenancy agreement and was aware of her obligations in terms of the Guarantee to be liable for the debt as claimed by the Applicant. Furthermore Ms Blue had not challenged the application by submitting any written submission or by attending the Case Management Discussion.
16. The Tribunal was satisfied that the Respondents were liable in terms of the tenancy agreement to pay interest at the rate of 8% per year on any unpaid rent and that in terms of Rule 41A of the 2017 rules it was reasonable to award interest at the rate of 8% on the whole amount due from the date of this decision.

### **Decision**

17. The Tribunal finds the Applicant entitled to an order for payment by the Respondents jointly and severally in the sum of £2914.80 with interest at the rate of 8% per year from the date of the decision 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.**

Graham Harding

**Graham Harding  
Legal Member/Chair**

**15 October 2020  
Date**