

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/21/2541

**Re: Property at 1/2 World's End Close, 10 High Street, Edinburgh, EH1 1TD (“the
Property”)**

Parties:

**P D Leisure Limited, Administration Block, Nivensknowe Park, Loanhead,
Midlothian, EH20 9PF (“the Applicant”)**

Matthew Hornibrook, 23 Springfield, Edinburgh, EH6 5SF (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision

A Case Management Discussion (“CMD”) took place by telephone conference on 24 January 2022. At the CMD the Applicant was represented by Ms Royle of Gilson Gray, Solicitors, Edinburgh. The Respondent was present.

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that:-**

- The Applicant was, at the material time, the heritable proprietor and landlord of the Property.
- The Respondent was the Guarantor in terms of a Private Residential Tenancy Agreement signed on 24 and 29 June 2020 (“the Tenancy Agreement”).
- The tenant in terms of the Tenancy Agreement was Mr Ethan Rayner Hornibrook (“the Tenant”).
- The start date of the tenancy was stated in the Tenancy Agreement to be 8 July 2020.
- In terms of the Tenancy Agreement the rent payable by the Tenant to the Applicant was agreed to be £950 per calendar month payable in advance on the eighth day of each month.

- As at the date of the Application to the Tribunal the rent arrears accrued were stated to be £7,391.94.
- As at the date of the CMD the rent arrears due had reduced to £6,441.94, the Applicant having recovered the deposit held under the Tenant Agreement.

Submissions for the Applicant:-

- On behalf of the Applicant Ms Royle sought an order for payment against the Respondent in the sum of £6,441.94.

Submissions for the Respondent

- The Respondent accepted that he guaranteed the rent due under the Tenancy Agreement and agreed the amount due to be £6,441.94.
- The Respondent stated that he wanted to pay the sums due as quickly as possible but his business had been decimated by the pandemic. Several promises of payment of monies due to him had not come to fruition and this had affected him greatly, not just in relation to his ability to pay the Applicant. His business had started to “come good” over the last 20-30 days and he hoped to be able to pay the sums due imminently. He apologised to the Applicant.

Reasons for Decision

- The Respondent guaranteed the obligations of the Tenant under the Tenancy Agreement.
- The Respondent is due to pay the arrears of rent due by the Tenant.
- As at the date of the CMD the arrears of rent stood at £6,441.94.
- In the circumstances, the Applicant is entitled to an order for payment of rent arrears of £6,441.94.

Decision

The Respondent is ordered to pay to the Applicant rent arrears of £6,441.94.

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.

G Buchanan

Legal Member/Chair

24 January 2022
Date