



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/22/1383**

**Property : 79 Gowan Brae, Caldercruix, Airdrie ML6 7RB (“Property”)**

**Parties:**

**Jacqueline Catherine Baktiroglu and Ibrahim Baktiroglu (“Applicant”)**

**TCH Law, 29 Brandon Street, Hamilton ML3 6DA (“Applicant's Representative”)**

**Lisa Buchanan, 79 Gowan Brae, Caldercruix, Airdrie ML6 7RB (“First Respondent”)**

**Gavin McKay, 79 Gowan Brae, Caldercruix, Airdrie ML6 7RB (“Second Respondent”)**

**Ronald Shaw 2 Castlehill Crescent, Airdrie ML6 8LG (“Third Respondent”)**

**Tribunal Members:**

**Joan Devine (Legal Member)**

**Mary Lyden (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £3374.27 should be made.**

**Background**

The Applicant sought an order for payment in respect of rent arrears of £1430.40. The Applicant had lodged Form F. The documents produced were: a Tenancy Agreement dated 8 February 2021; a rent statement showing arrears of £1430.40; copy documentation regarding a tenancy application in the name of the Third Respondent; copy letters to the First and Second Respondents regarding arrears of rent dated 9, 17 and 23 December 2021 and sheriff officer's execution of service certifying service of the Application on 9 September 2022. By email dated 13 October 2022 the Applicant

lodged with the Tribunal a statement of rent arrears as at 8 October 2022 showing arrears of £3374.27

### **Case Management Discussion**

A case management discussion took place before the Tribunal on 24 October 2022 by teleconference. Shabeilla Saddiq of the Applicant's Representative was in attendance. The Third Respondent was in attendance. There was no appearance by the First and Second Respondent.

The Third Respondent told the Tribunal that he was asked to be guarantor in terms of the tenancy agreement between the Applicant and the First and Second Respondent. He said that the Second Respondent was his partner's son. He said that he received letters dated 9 and 23 December 2021 about rent arrears and then asked to be removed as guarantor. He said that he did not sign a guarantee. He said that he filled out the tenancy application paperwork but did not sign a guarantee. The Tribunal noted that the papers indicated that a member of staff at the Property Bureau would give evidence that the Third Respondent signed the tenancy agreement as guarantor in her presence. The Third Respondent said that he had never been to the Property Bureau. He was asked where he signed the tenancy application paperwork and he said that he signed it at home. He said that his partner spoke to the Property Bureau.

Mrs Saddiq told the Tribunal that members of staff at the Property Bureau had told her that the guarantee had been signed. She said that Marie Miller of the Property Bureau had spoken with the Third Respondent when he asked to be removed as guarantor. She said that in November 2021 the Third Respondent acknowledged that he was guarantor.

The Tribunal asked the Third Respondent if he had been willing to be a guarantor. He said that he had. The Tribunal asked if he had signed a guarantee document. He said that he had not. The Tribunal noted that there was a dispute between the Parties as to whether or not the Third Respondent had a liability to the Applicant as guarantor. The Tribunal determined to fix a Hearing.

As regards the First and Second Respondent, Ms Saddiq told the Tribunal that she wished to amend the sum claimed to £3374.27. A statement of rent arrears showing this figure had been lodged on 13 October 2022 and intimated to the First and Second Respondent. Mrs Saddiq sought interest at the judicial rate on the sum claimed.

### **Findings in Fact**

The Tribunal made the following findings in fact:

1. The Applicant and the First and Second Respondent had entered into a Tenancy Agreement with the Applicant dated 8 February 2021 ("Tenancy Agreement").
2. In terms of the tenancy agreement the rent was £600 per month.
3. The First and Second Respondent failed to pay the rent in full for the period 8 November 2021 to 8 October 2022. The unpaid amount was £3374.27.
4. Notice of the date of the case management discussion had been given to the First and Second Respondent on 9 September 2022.

### **Reasons for the Decision**

The Tribunal determined to allow the sum claimed to be amended to £3374.27 and to make an Order for payment of £3374.27 plus interest against the First and Second Respondent. In terms of the Tenancy Agreement rent was due at the rate of £600 per month. The First and Second Respondent had failed to pay the rent in full for the period 8 November 2021 to 8 May 2022.

As regards the Third Respondent, the Tribunal required to hear evidence in order to determine whether the Third Respondent had entered into a contract with the Applicant in terms of which he guaranteed the obligations of the First and Second Respondent under the Tenancy Agreement.

### **Decision**

The Tribunal grants an order for payment of £3374.27 against the First and Second Respondent together with interest thereon at the rate of 4% per annum.. As regards the Third Respondent, the Tribunal continues the Application to a Hearing.

### **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.**

**Joan Devine  
Legal Member**

**Date : 24 October 2022**

