



**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) 2016 Act**

**Chamber Ref: FTS/HPC/CV/24/0412**

**Re: Property at 77A Dempster Street, Greenock, PA15 4EE (“the Property”)**

**Parties:**

**Ellaquinnt Limited, 1 Ratho Street, Greenock, PA15 2BU (“the Applicant”)**

**Darren Sharpe, formerly of 950 Garloch Road, Glasgow and whose current whereabouts are unknown, G33 5AP; and John Sharpe, formerly of 30 Tasker Street, Greenock, PA16 7ER and whose current whereabouts are unknown (“the Respondents”)**

**Tribunal Members:**

**Joel Conn (Legal Member)**

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

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

**Background**

1. This is an application by the Applicant for civil proceedings in relation to a private residential tenancy in terms of rule 111 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”), namely an order for payment of rent arrears due in a PRT against a tenant and guarantor. The PRT in question was by the Applicant to the first named Respondent commencing on 15 March 2022.
2. The application was undated but lodged with the Tribunal on 25 January 2024. The application sought payment of arrears but did not specify a figure. It was accompanied by a rent statement dated 25 January 2024 showing a balance due of £485.90.

3. The lease for the Tenancy accompanied the application and it detailed a rental payment of £395 payable in advance on the 15<sup>th</sup> of each month. The application went through a number of rounds of correspondence prior to being accepted. Within that correspondence, the application was amended to specify that the amount sought was £485.90 and that this was for arrears to conclusion of the Tenancy. The balance arose from a missed rental payment for 15 December 2022 to 14 January 2023 and a pro-rated rent sum of £90.90 for 15 to 21 January 2023.

### **The Hearing**

4. The matter called for a continued CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 22 January 2025 at 11:30. I was addressed by Annette Weston, Lettings Manager, Corbett & Shields. There was no appearance from either Respondent.
5. I was informed by the clerk that no contact had been received from the Respondents (or on their behalf). The Applicant's agent confirmed that the first named Respondent had stopped all communication and that his father, the second named Respondent, had initially engaged in correspondence but had then become aggrieved with being pursued for the sums and had also stopped correspondence. (Evidence of correspondence with the second named Respondent was part of the application papers.) Having not commenced the CMD until around 11:40, and having seen evidence of valid intimation by way of Service by Advertisement upon both Respondents, I was satisfied to consider the application in the Respondents' absence. In any case, no attempt was made by the Respondents (nor anyone on behalf of either) to dial in late to the CMD.
6. The Applicant's agent assisted me with a review of the application papers and I noted the provisions in the Tenancy Agreement for the guarantee and the passing rent, and that there was no deposit lodged under the Tenancy. The Applicant's agent confirmed that the Tenancy had come to an end on 21 January 2023 by voluntary agreement, with the first named Respondent vacating after the Applicant had intimated a desire to sell the Property with vacant possession.
7. No motion was made for expenses or interest.

### **Findings in Fact**

8. On or about 15 March 2022 the Applicant let the Property as a Private Residential Tenancy to the first named Respondent under a lease with commencement on that date ("the Tenancy").
9. The said Tenancy Agreement contained provisions for a guarantee by the second named Respondent. The second named Respondent agreed to those terms in the Tenancy Agreement on 15 March 2022.

10. In terms of the Tenancy Agreement, the first named Respondent required to pay rent of £395 a month in advance on the 15<sup>th</sup> day of each month.
11. The Tenancy terminated on 21 January 2023 with the first named Respondent vacating voluntarily on that date.
12. Rent arrears due to 21 January 2023 amounted to £485.90 being unpaid rent for 15 December 2022 to 14 January 2023 of £395 and unpaid rent for the pro-rated period from 15 to 21 January 2023 of £90.90.
13. The total arrears remaining due, to conclusion of the Tenancy, are £485.90 which balance remains due as of 22 January 2025.

### **Reasons for Decision**

14. The application was in terms of rule 111, being an order for civil proceedings in relation to a PRT. I was satisfied, on the basis of the application and supporting papers that there were rent arrears of £485.90 for the period to conclusion of the Tenancy on 21 January 2023. I was satisfied with the arithmetic in the rent statement provided by the Applicant's agent and noted that there was no material dispute intimated by the Respondents, neither of whom had sought to enter appearance. I was further satisfied that the second named Respondent was liable as guarantor. Though I noted the second named Respondent's correspondence (from late 2023, lodged by the Applicant) showed an unwillingness to make payment for various reasons (such as lack of contact and over the handling of moveable property) no appearance was made in this application and the correspondence was insufficiently detailed to amount to a relevant defence.
15. I was thus satisfied that the necessary level of evidence for these civil proceedings had been provided for an order of £485.90 and there was no relevant dispute made to this sum.
16. I shall make a decision to award the sum of £485.90 against the Respondents, jointly and severally, being an order for rent arrears under the Tenancy to the termination date of 21 January 2023.

### **Decision**

17. In all the circumstances, I was satisfied to make the decision to grant an order against the Respondents for payment of £485.90.

### **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.

# J.Conn

22 January 2025

Legal Member/Chair

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Date