



Decision and statement of Reasons of the First Tier Tribunal (Housing and Property Chamber)

Under Rule 8 of the First Tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 'the Rules'.

In respect of application by Mr Scott Collins in terms of rule 111 of the Rules.

Case reference FTS/HPC/CV/25/4792

At Glasgow on the 30 March 2026, Lesley Anne Ward, legal member of the First –Tier Tribunal 'the tribunal' with delegated powers of the Chamber President, rejected the above application in terms of Rule 8(1) (c) of the Rules

1. This is an application by Mr Scott Collins in terms of rule 111. The application was ostensibly made on his behalf by Miss Kirstie Haughie of 1-2-Let (Lettings and Sales) Ltd.
2. The in-house convenor reviewed the application, and the tribunal wrote to the Applicant's representative on 17 November 2025 seeking further information as follows:

A Legal Member of the Tribunal has reviewed your application. Before a decision can be made on whether your application can proceed, we require you to provide us with the following information:

- (1) You have raised the application against both the tenant (Samad Akinpelu) and the guarantor, (Gbenga Amos Ladapo) as joint respondents. Please clarify the legal basis upon which you seek an order against these two parties on a joint basis? Please clarify where the tenancy agreement states that the tenant and guarantor are jointly and severally liable for any payments due under the agreement? Please provide the information no later than 1 December 2025. Upon receipt of the information a Legal Member will consider your response and may seek further information from you before a decision is made on whether your application can proceed. In the absence of a response your application may be rejected without further notice.

3. The Applicant's representative responded on 17 November 2025 as follows:

I can confirm the legal basis for raising the application against both the tenant, Samad Akinpelu, and the guarantor, Gbenga Amos Ladapo, on a joint basis, is found within the clauses of the tenancy agreement:

- (1) Tenant Liability Section 1 of the tenancy agreement states that the Tenant "will be jointly and severally liable for all of the obligations of the Tenant under this Agreement."
- (2) Guarantor Liability Under the section titled "THE GUARANTOR," the agreement confirms 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," and that this liability continues even after termination. These clauses establish the joint and several liability between the Tenant and the Guarantor for all sums due under the tenancy. Accordingly, we seek a payment order against both parties.

4. The in-house convenor reviewed the application again and a further request for information was sent on 4 December 2025 as follows:

A Legal Member of the Tribunal with delegated powers from the Chamber President has further reviewed this application and has requested the following:

- (1) Please confirm the date the Respondent tenant vacated the property, and check that the last month's rent charged in the rent statement has been apportioned accordingly.
- (2) As the Respondent tenant has vacated the property, his forwarding address details need to be obtained and inserted in the application form. If this is not known, you may require to instruct a trace through a Sheriff Officer or other tracing agent. If the trace is unsuccessful, you should provide proof of this, together with a completed application for Service by way of Advertisement on the Tribunal website. The SBA form can be found on the Tribunal website.
- (3) You have put the address details for the Respondent Guarantor as the tenancy address. There is a different address stated for the Guarantor in the tenancy agreement. Please amend the application to insert this Respondent's correct address details. It may be better to do this by way of a 'paper apart' to avoid confusion. If these details are also now unknown, you would require to follow the procedure above for tracing him/applying for SBA.
- (4) Please provide a mandate from the Applicant authorising you to deal with this application on his behalf.
- (5) Please provide copies of any correspondence issued to each of the Respondents regarding the rent arrears.

5. The Applicant's representative did not respond.
6. The in-house convenor reviewed the application again and a reminder was sent on 21 January 2026. No response has been received.
7. Rule 8(c) of the rules provides that the Chamber President must reject an application if they have good reason to believe it would not be appropriate to accept it. I have good reason to consider that it would not be appropriate to accept this application as the Applicant's Representative has failed to cooperate with the

tribunal in the execution of its duties. Two in-house convenors have reviewed the application and made reasonable requests for further information, and she has failed to cooperate. She has not provided evidence that she is instructed in this matter.

8. It is open for the Applicant to resubmit the application with the correct supporting documentation.

NOTE: What you should do now.

If you accept this decision there is no need to reply.

If you disagree with this decision you should note the following:

An applicant aggrieved by this decision of the Chamber President or any legal member acting under delegated powers 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 seek permission to appeal within 30 days of the date the decision was sent them. Information about the appeal procedure can be forwarded on request.

Lesley Ward

Lesley Anne Ward

Legal Member