



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Reference number: FTS/HPC/CV/19/1932

Order was granted on 6 December 2019 in absence of the Respondents

Parties:

Lynda Thomson, residing at 114 Juniper Avenue, Greenhills, East Kilbride, G75 9JS
("the Applicant")

Amanda Jane Wilson, formerly residing at 136 Melbourne Avenue, Westwood, East
Kilbride, G75 8DP, whose present whereabouts are unknown ("The First
Respondent")

And

Isobel MacKenzie, residing at 8 Ardochrig, East Kilbride, G75 8FG ("the Second
Respondent")

Tribunal Members:

Paul Doyle (Legal Member)

Decision (in absence of both Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that an order for payment should be made.**

Background

The Applicant sought an order for payment of rental arrears totalling £4,850. The Applicant had lodged with the Tribunal Form F. The documents produced were a Private Residential Tenancy Agreement copy landlord registration, bank statements and a statement of arrears of rental. It is beyond dispute that an eviction order was made ending the tenancy agreement on 23 October 2019

Case Management Discussion

A case management discussion took place before the Tribunal at 11.30am on 6 December 2019 at the Glasgow Tribunals Centre, 20 York street, Glasgow G2 8GT. The Applicant was present. She was accompanied by her daughter, Laura Thomson. There was no appearance by or on behalf of either of the Respondents. The details of today's case management discussion have been timeously and correctly intimated to both respondents. The second respondent submitted written representations on 5 December 2019. The second respondent denies signing a guarantee and says that her signature has been forged by the first respondent

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the first Respondent entered into a Tenancy Agreement for the Property dated 17 July and 19 October 2018. That tenancy ended in an order for eviction (because arrears of rent had accumulated) on 23 October 2019. The second respondent guaranteed the obligations of the first respondent on 19/10/2018.
2. The initial rent in terms of the Tenancy Agreement was £450 per month. The applicant recovered possession of the property in November 2019.
3. In December 2018 the first respondent only paid £100 towards the rental due for that month. By September 2019 rental arrears of £3,950 had accrued because the first respondent did not pay rental from February 2019. At today's date there are arrears of rental totalling £4,850.
4. Notice of the date of this hearing was served on the First Respondent by advertisement on 29 October 2019 because her whereabouts are unknown. Notice of today's hearing was served on the second respondent on 29 October 2019.
5. The first respondent makes no response to this application. The second respondent denies guaranteeing the first respondent's obligations under the tenancy. The second respondent has not taken any steps to reduce the purported guarantee. The applicant and her solicitors have each written to the second respondent repeatedly since May 2019 seeking payment but have received no response. There have been previous case management discussions in this case, each of which have been intimated to both respondents. The first case management set for 16 September 2019 was postponed. A case management discussion took place on 23 October 2019. The respondents were both invited to make representations prior to those case management discussion hearings but chose not to respond. Both respondents have been invited to attend each case management discussion but have not attended.

6. The Applicant was accompanied by her daughter, Laura Thomson. Both the applicant and her daughter confirm that they discussed the guarantee with the second respondent and watched the second respondent sign the guarantee. They both tell me that the second respondent incorrectly dated the guarantee, and that it was, in fact, signed on 17/07/2018.

7. It was only on 5 December 2019 that (for the first time) the second respondent denied guaranteeing the first respondent's obligations under the tenancy agreement. The first respondent is the second respondent's daughter. There is no reliable evidence to support the second respondent's assertion that the first respondent forged her signature. That assertion is contradicted by the clear and consistent evidence of the applicant and her daughter.

8. I find the evidence of the applicant and her daughter to be credible and reliable evidence. The weight of reliable evidence tells me that the second respondent has guaranteed the first respondent's obligations under the tenancy agreement.

Reasons for the Decision

The Tribunal determined to make an Order for payment of £4,850. Rent was lawfully due in terms of clause 7 of the Tenancy Agreement at the rate of £450 per month. Since December 2018 the Respondent has allowed arrears of rent to accumulate. The arrears of rental now total £4,850.00. The second respondent is liable for the arrears of rental because she guaranteed the first respondent's obligations under the tenancy agreement.

Decision

For the foregoing reasons, the Tribunal determined to make an Order for 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.

Legal member

Date

6 December 2019