



**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/19/1373

Re: Property at Flat 90A, Murray Terrace, Inverness, IV2 7WY (“the Property”)

Parties:

**Miss Karolina Gretz, Mr Matuesz Dariusz Krol, 69 Mile End Place, Kinmylies,
Inverness, IV3 8JH; 69 Mile End Place, Inverness, IV3 8JH (“the Applicants”)**

Mr James Harrison, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Helen Forbes (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment should be granted in favour of
the Applicants in the sum of £25.**

Background

By application dated 3rd May 2019, made under Rule 103 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”), the Applicants applied for an order in terms of Rule 111. The Applicants sought an order for £25.

The parties entered into a tenancy agreement in respect of the Property, commencing on 20th August 2016 and ending on 20th February 2019. A deposit in the sum of £525 was paid by the Applicants on 20th August 2016, to the Respondent’s representative, Highland Letting Agency. At the end of the tenancy, the sum of £500 was returned to the Applicants by the letting agent. Attempts to contact the letting agent to enquire why the whole deposit had not been returned were unsuccessful. The Applicants lodged a copy of the tenancy agreement, a bank

statement, screenshots of text communications with the letting agent, and a copy letter sent to the landlord together with recorded delivery evidence.

A Case Management Discussion was set down for 18th July 2019. Sheriff Officers were instructed to intimate the hearing on the Respondent at the address given in the application. Intimation was unsuccessful and Sheriff Officers were informed that the Respondent did not live at this address, although a Wendy Harrison, said to be the daughter of the Respondent, lived there.

Service by advertisement on the Respondent was carried out on the First-tier Tribunal for Scotland Housing and Property Chamber website between 10th July and 4th September 2019 in terms of Rule 6A.

Case Management Discussion

A Case Management Discussion took place on 4th September 2019 at the Mercure Hotel, Church Street, Inverness. The Applicants were in attendance. The Respondent was not in attendance. The Tribunal was satisfied that the requirements of Rule 24(1) had been complied with and that it was appropriate to continue with the hearing in the absence of the Respondent.

The Applicant, Miss Gretz, said the Applicants had not met the Respondent at any time during the duration of the tenancy. She noted that the Respondent and the letting agency employee that dealt with them, Ms Wendy Harrison, had the same surname and she wondered if they were related. At the end of the tenancy, the Respondent's letting agent was unable to meet the Applicants for handover of the keys, so a handyman used by the letting agent met the Applicants. They asked him about the deposit repayment, but, despite having papers relating to the tenancy with him, he claimed to know nothing about the deposit.

Thereafter, Ms Gretz attempted to contact the letting agent several times to enquire about the outstanding £25. There was no response from the letting agent, even when she tried a new email address provided by another tenant. A letter was sent to the Respondent stating that the Applicants were having difficulty contacting the letting agent and asking for the return of the full deposit and information regarding the tenancy deposit scheme. There was no response to this letter.

Findings in Fact

1. The parties entered into a tenancy agreement in respect of the Property, commencing on 20th August 2016 and ending on 20th February 2019.
2. A deposit in the sum of £525 was paid by the Applicants on 20th August 2016.
3. At the end of the tenancy, the sum of £500 was returned to the Applicants by the letting agent.
4. No reason was given by the letting agent for the failure to return the £25.

5. The Applicants are entitled to recover the full deposit in the absence of any reason for the retention of the sum of £25.

Reasons for Decision

No reason has been given by the Respondent for retaining the deposit and no notification of any breach of the Applicants' obligations under the tenancy agreement has been made. Accordingly, the Applicants are entitled to recover the full deposit in terms of the tenancy agreement.

Decision

An order for payment is granted in favour of the Applicants in the sum of £25.

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.

Helen Forbes

4 September 2019

Legal Member/Chair

Date