

**Housing and Property Chamber**  
**First-tier Tribunal for Scotland**

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**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/PR/19/3019**

**Re: Property at 0/2 31 Garry Street, Cathcart, Glasgow, G44 4AZ (“the  
Property”)**

**Parties:**

**Mr Alan McCosh, 76 Selvieland Road, Glasgow, G52 4AR (“the Applicant”)**

**Miss Kerona Hasson, Unknown, Unknown (“the Respondent”)**

**Tribunal Members:**

**Jan Todd (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 by the Respondent to the  
Applicant of the sum of £525 should be granted.**

1. A Case Management Discussion (CMD) was held at 11.30am on 16<sup>th</sup> March 2020 at Room 107 20 York Street Glasgow. The Applicant was present in person. There was one observer Ms Hamilton a trainee clerk.
2. The Respondent did not attend, nor did anyone appear on their behalf. There had been no reason intimated in advance for their non-appearance nor any request made for a postponement of the CMD. The Tribunal noted that valid intimation of the CMD had been made to the Respondent having seen a certificate of service by advertisement confirming the details of the application had been advertised since 10<sup>th</sup> February 2020
3. Accordingly the Tribunal proceeded to hold the CMD in the absence of the Respondent.

**The Case Management Discussion**

4. There were no written representations received from the Respondent.
5. The Applicant raised the application seeking the return of his deposit of £525. After clarification of the nature of the Application the Applicant confirmed that he was seeking an order for payment of the deposit he had paid when he became a tenant of the landlord at the Property in 2013.
6. Along with the Application the Applicant had submitted a copy of the Short Assured Tenancy entered into between himself and the Landlord and Respondent, Ms Kerona Hasson. The lease is dated 1<sup>st</sup> June 2013. He also submitted written evidence from the tenancy deposit companies confirming the deposit was not held by them
7. The Applicant advised that he paid the sum of £525 as a deposit at the start of the lease and it has not been returned to him despite letters and phone calls by him to the Landlord asking for it to be returned.
8. He further confirmed that he wrote to all the tenancy deposit companies asking if the deposit had been lodged with them and they had replied confirming that it was not.
9. The Tribunal enquired as to why his written receipt for the deposit, which he had lodged with application noted that the date of payment was 2<sup>nd</sup> June 2003 and not 2013. The Applicant stated that must have been an error. He confirmed that it had been paid when he took entry which was 2013 and not 2003.

### **Findings in Fact**

10. The parties entered into a lease of the Property which was dated and which commenced on 1<sup>st</sup> June 2013.
11. A deposit of £525 is referred to in the lease
12. A deposit of £525 was paid by the Applicant to the Respondent at the commencement of the lease in June 2013
13. The Applicant left the Property on or around 30<sup>th</sup> June 2019 and so the tenancy has come to an end.
14. The Applicant has asked for the deposit to be returned and has had no response from the Respondent
15. The Deposit is not held by any of the Tenancy Deposit Companies

### **• Reasons for Decision**

16. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £525 per month in rent.
17. The Applicant left the Property in on 30<sup>th</sup> June 2019 and posted the keys through the letter box on 1<sup>st</sup> July 2019.
18. The lease provides for a deposit of £525 to be paid which the Applicant confirms was paid and has not been lodged in any tenancy deposit scheme. The Applicant has lodged confirmation of the lack of lodging from all 3 tenancy deposit schemes in Scotland, namely Safe Deposits Scotland, My Deposits Scotland, Letting protection Scotland.
19. Clause 4 of the lease confirms that the deposit will "be paid along with the first month's instalment of rent. The Deposit will be used to pay for any damage caused to the Property replace any damaged or missing items, or otherwise to

meet any liability of the Tenant arising under the Tenancy." It goes on to say the Deposit will be lodged into an approved Deposit Scheme.

20. The Applicant advised that he has tried to contact the Landlord by phone and e-mail asking for the return of his deposit but has had no response.
21. The Applicant confirms that he is not aware of any reason why the deposit should be withheld and he is seeking its return.
22. The Tribunal found the Applicant to be sincere and credible in his evidence. In the absence of any representations from the Respondent the Tribunal found the facts stated above to be true and as the lease has come to an end and there is no reason shown why the deposit should not be returned to the Applicant finds it appropriate that an order is made for payment by the Respondent to the Applicant of the sum of £525.
23. There being no application for time to pay the Tribunal makes an order for payment of the full sum.

### **Decision**

**The Tribunal grants an order for payment by the Respondent to the Applicant for the sum of £525**

### **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.**

**Mrs Jan Todd**

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**Legal Member/Chair**

**16/03/2020**

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**Date**