

Housing and Property Chamber
First-tier Tribunal for Scotland



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 (Act)

Chamber Ref: FTS/HPC/CV/19/3827

Re: Property at 115 Winifred Crescent, Kirkcaldy, Fife, KY2 5SZ (“the Property”)

Parties:

Mr Artur Garbowski, Mrs Katarzyna Garbowska, 25 Lomond Gardens, Kirkcaldy, Fife, KY2 6AE (“the Applicant”)

Mr Qaiser Raza Raja Begum, 241 Tideslea Path, London, SE28 0NH (“the Respondent”)

Tribunal Members:

Alan Strain (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent pay the sum of £465 to the Applicant

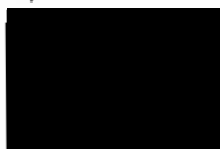
Background

This is an application under section 16 of the Act and Rule 70 of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (Rules)* for repayment of the deposit paid by the Applicant in respect of the Property.

The Tribunal had regard to the following documents:

1. Application received 28 November 2019;
2. Tenancy Agreement commencing 4 May 2016;
3. Deposit receipt dated 7 May 2016;
4. Email from Respondent dated 8 January 2020.

Case Management Discussion (CMD)



The case called for a CMD by conference call on 21 January 2020. An interpreter participated for the Applicant. The Respondent did not participate.

The Tribunal was satisfied that the Respondent had notice of the CMD by Sheriff Officer's on 23 December 2019. He was aware that the CMD could proceed in his absence and a Decision could be made if the Tribunal was satisfied that it had sufficient information to do so and the procedure was fair.

The Tribunal considered the Respondent's email of 8 January 2020. He appeared to assert that he had used the deposit and applied it towards rent arrears. He also asserted that the Applicant had damaged the Property. The Respondent did not give any further details and his allegations were disputed.

The Tribunal considered that the contents of the email did not disclose a defence to the application for payment and that if he had any issues with rent arrears or damage to the Property these should have been advanced in a separate application.

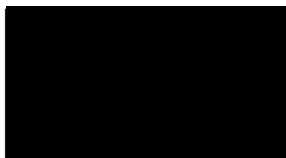
The Tribunal made the following findings in fact:

1. The Parties entered in to an assured tenancy commencing 4 May 2016;
2. The Applicant paid the Respondent a deposit of £465 on 7 May 2016;
3. Following termination of the tenancy on 10 May 2019 the Respondent failed to repay the deposit.

The Tribunal considered that the Applicant was contractually due repayment of the deposit following termination of the tenancy in the circumstances and granted the order sought.

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/Chair

21 January 2020

Date