



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/23/3321**

**Re: Property at 31/1 Mayfield Gardens, Edinburgh, EH9 2BX (“the Property”)**

**Parties:**

**Dr Nouf Alzahrani, 17 Leopold Place, Edinburgh, EH7 5LB (“the Applicant”)**

**Mrs Kefah Khader, 27A Mayfield Gardens, Edinburgh, EH9 2BX (“the Respondent”)**

**Tribunal Members:**

**Anne Mathie (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 in the sum of £990 be granted against the Respondent in favour of the Applicant in respect of the return of the deposit payment.**

**Background**

1. An application was lodged dated 15 September 2023 in terms of Rule 111 of the Chamber Rules being an application for civil proceedings in relation to a private residential tenancy.
2. Along with the application form, the Applicant submitted the following documents:
  - Copy of the tenancy agreement
  - Evidence from all three recognised schemes of the deposit not being held by them
  - Correspondence regarding the non return of the deposit.
  - Bank statement showing the deposit being paid.
  - Handwritten Inventory
  - Photographs of the Property

3. The application was accepted and assigned to a case management discussion today.
4. Notice of the application and details of the case management discussion were served on the Respondent by Sheriff Officers on 7 November 2023.
5. The correspondence served on the Respondent advised:  
*“The tribunal may do anything at a case management discussion which it may do at a hearing , including making a decision on the application which may involve making or refusing a payment order. If you do not take part in the case management discussion, this will not stop a decision or order being made by the tribunal if the tribunal considers that it has sufficient information before it to do so and the procedure has been fair.”*
6. The correspondence also advised that any written representations should be lodged by 27 November 2023. No written representations have been lodged.

### The Case Management Discussion

7. The case management discussion took place today by teleconference. The Applicant attended along with an interpreter, Mr Tarek Alsharati. There was no appearance by or on behalf of the Respondent. On questioning the Applicant, via the interpreter, the Tribunal was able to establish that the photos lodged had been taken at the end of the tenancy. In relation to the allegation that the deposit was being retained to take account of damage to the Property and the lack of contractual notice provided by the Applicant, as per the email lodged dated 13 September 2023, the Applicant’s position was that the Property had been left in good condition. The Applicant had never seen the photos referred to by the Respondent and was unaware of the plumbing issues referred to. There had been some problems with cloudy hot water in the Property and problems with the ceiling plaster but the Respondent had advised that these were nothing to worry about. The Applicant also conceded that she may have given less than the contractual notice period of 28 days but had been served with a Notice to leave and had the chance of a new tenancy. She was aware that the Respondent was seeking to evict her and her partner and two children and therefore had to take the chance of a new Property as soon as possible. There were few Properties available.
8. There was nothing further before the Tribunal that contradicted the written evidence and submissions and oral evidence of the Applicant.

### Findings in Fact

9. The Tribunal made the following findings in fact:
  - Parties entered into a private residential tenancy agreement in respect of the Property from 10 April 2021 to 8 September 2023

- Prior to commencement of the tenancy, on 31 March 2021, the Applicant paid to the Respondent the sum of £990 by way of tenancy deposit
- The deposit had not been repaid to the Applicant despite requests for this to be done.

### Reasons for Decision

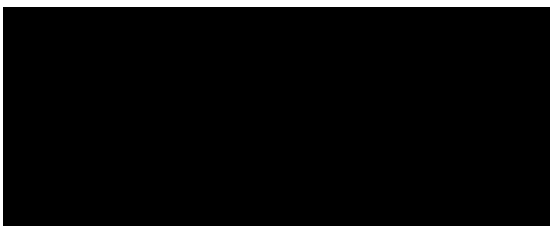
10. The Tribunal took into account all the written submissions and evidence before it along with the oral submissions of the Applicant at the case management discussion. The Tribunal considered that the procedure had been fair. The evidence showed that a deposit of £990 had been paid by the Applicant to the Respondent and that this had not been repaid, despite requests to do so.

### Decision

11. The Tribunal determined that an order for payment in the sum of £990 be granted against the Respondent in favour of the Applicant in respect of the return of the deposit 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.**



15 December 2023

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**Legal Member/Chair**

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**Date**