



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/0989**

**Re: Property at 20 Bonnyview Drive, Aberdeen, AB16 7FW (“the Property”)**

**Parties:**

**Mr Viktor Damyanov, 42A Seabank Road, Nairn, IV12 4EY (“the Applicant”)**

**Agnieszka Kozwolska, 29 Sunningdale Mews, Welwyn Garden City, AL7 1UP (“the Respondent”)**

**Tribunal Members:**

**Alastair Houston (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 of £600.00 be made in favour of the Applicant.**

**1. Background**

1.1 This is an application under Rule 111 of the Chamber Rules. The Applicant seeks an order for payment of £600.00, representing the return of a deposit paid under a tenancy agreement in respect of the property.

1.2 The application was accompanied by a copy of the written tenancy agreement between the parties. The application was conjoined with application reference FTS/HPC/PR/24/0995. No written representations had been received from the Respondent.

**2. The Case Management Discussion**

2.1 The Case Management Discussion took place on 1 July 2024 by teleconference. The Applicant attended personally. The Respondent was neither present nor represented.

2.2 The Applicant confirmed that the applications were insisted upon. The Tribunal noted that intimation of the applications and the Case Management Discussion had been given to the Respondent, at her address in England, via process server. Accordingly, the Tribunal deemed it appropriate to proceed in her absence as permitted by Rule 29 of the Chamber Rules.

2.3 The Applicant advised that the tenancy of the property had commenced on 14 October 2022. It had continued until 27 January 2024. A deposit of £600.00 had been paid in connection with the tenancy. The Respondent had advised the Applicant that the property would require to be inspected however, he had not heard anything further and the deposit had not been returned. The Applicant did not know where the deposit was held. He had never been provided with any information following its payment to indicate that it was held within an approved scheme.

### **3. Reasons For Decision**

3.1 The tenancy agreement required the Applicant to make payment of a deposit of £600.00. Whilst the agreement further provided for deductions to be made from that, the Respondent had failed to advise the Applicant as to why any such deductions were to be made.

3.2 In the absence of any representations from the Respondent as to why the deposit could be lawfully retained, the Tribunal made an order for payment of the sum of £600.00 in favour of the Applicant.

### **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.**

A. Houston

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**Legal Member/Chair**

**Date: 1<sup>st</sup> July 2024**