



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules) in relation to an application for civil proceedings relative to a Private Residential Tenancy under Rule 111 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/24/0036

Re: Flat 1-2, 822 Maryhill Road, Glasgow, G20 7TB ("the Property")

Parties:

Miss Yixue Li, 09 Xinnan St Baolin Town, Qiong Lai, Cheng Du City, Sichuan Province, 611 530, China ("the Applicant")

Asif Haque, Flat 1/1, 1 Beaumont Gate, Glasgow, G12 9EE ("the Respondent")

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")

Tribunal Member: Jacqui Taylor (Legal Member)

Background

1. The Applicant submitted an application to the Tribunal dated 30th December 2023 for payment of the sum of £75 being the balance of the deposit due.

2. Documents originally lodged with the Tribunal.

Documents lodged with the Tribunal by the Applicants were:

2.1 A copy of the Private Residential Tenancy Agreement between the parties dated 30th August 2022. The signature section of the agreement shows that the agreement was signed by the parties and also Shu Wu (additional Tenant).

2.2 Utility bills in the name of the Applicant in respect of electricity and gas charges for the Property for the period 23rd November 2022 to 29th June 2023.

2.3 Text messages between the parties regarding return of the deposit which include the following statements: 'You will get your full deposit'. 'Still £75 left right?' 'In three weeks'

2.4 An email from the Applicant dated 2nd February 2024 stating that the application is in her sole name. He co tenant had previously submitted an application to the Tribunal but her co tenant had not provided the Tribunal with information that had been requested.

3 Notice of Acceptance.

By Notice of Acceptance by Joan Devine, Convener of the Tribunal, dated 4th March 2024, she intimated that she had decided to refer the application (which application paperwork comprised documents received between 30 December 2023 and 2 February 2024) to a Tribunal.

4. The Direction dated 31st May 2024.

4.1 The Tribunal issued a Direction to the parties dated 31st May 2024, in the following terms:

'The Applicant is required to provide the Tribunal with:-

'Evidence of transactions relating to the return of the deposit at the end of the tenancy and the sum of £75 that was deducted.'

4.2 Direction Response.

The Applicant sent the Tribunal an email dated 26th June 2024 in the following terms:

'The total amount of the deposit was £2000, excluding the Respondent's unreturned £75, the remaining £1925 has been returned to them. £1125 was returned by cash which was given to them by Asif's friend. Also, our intermediary Florence, so she cannot provide evidence of transactions for this. The remaining £800 was in the form of a bank transfer by Asif. A copy of the bank transfer details was provided. A copy of the text messages from 'Asif' was also provided. The messages read: 'Hi, do you remember you still owe us money? 'In 3 weeks' Don't call me just message. Still 75 pounds left right.'

5. Determination of the Application on the basis of written representations.

The Applicant sent an email to the Tribunal asking for the application to be determined on the basis of the written representations submitted. The Tribunal administration sent the Respondent a letter dated 30th July 2024 asking that he provide the Tribunal with representations regarding whether the hearing should be an oral hearing or if the Tribunal should determine the applications on the basis of written representations. The Respondent did not reply to the letter.

In terms of Procedure Rule 18 the Tribunal decided to determine the proceedings without a hearing as they were satisfied that it was able to make sufficient findings to determine the case and it would not be contrary to the interests of the parties.

6. Decision

The Tribunal made the following findings in fact:

6.1.1 The lease agreement between the parties was a private residential tenancy agreement.

6.1.2 The Applicant had been Tenant of the Property. The tenancy had started on 1st October 2022.

6.1.3 Clause One of the lease is headed 'Tenant'. The Applicant's name has not been inserted at this section of the lease but the Applicant's name and signature are detailed

as the tenant at clause 39 of the lease together with the name and signature of Shu Wu, the joint tenant.

6.1.4 Clause One of the lease states that the tenant is jointly and severally liable for all obligations of the tenant under the lease.

6.1.5 The Respondent is heritable proprietor of the Property in terms of Land Certificate title number GLA18228.

6.1.6 The Respondent had been the Landlord of the Property in terms of the lease between the parties.

6.1.7 The tenancy ended on 30th September 2023 as the rent had been paid to that date, even though the keys had been returned earlier.

6.1.8 The rent due in terms of the lease was £2000 per month and £24,000 had been paid on 1st October 2022.

6.1.9 Clause 11 of the lease states that a deposit of £2000 will be paid by the tenant to the Landlord.

6.1.10 The Applicant and her co tenant Shu Wu had paid the sum of £2000 to the Respondent in payment of the deposit.

6.1.11 The deposit, less the sum of £75, had been repaid to the Applicant and her co tenant, Shu Wu.

6.1.12 The balance of the deposit amounting to £75 is due to be paid by the Respondent to the Applicant.

6.2 The Tribunal determine that the Respondent is due to pay the Applicant the sum of £75 in respect of the balance of the deposit due. The Tribunal acknowledge that Shu Wu may be due a share of the sum of £75 but find that would be a private matter between the Applicant and Shu Wu.

7. 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.

J.Taylor

Legal Member

4th November 2024