



**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017**

**Chamber Ref: FTS/HPC/CV/24/3519**

**Re: Property at 12 Lintwhite Court, Bridge of Weir, Renfrewshire, PA11 3NW (“the Property”)**

**Parties:**

**Mr Muhammad Faiz Syed, 3 Netherton Square, Paisley, PA3 2EF (“the Applicant”)**

**Ms Ashley Martin, whose current whereabouts are unknown (“the Respondent”)**

**Tribunal Members:**

**Fiona Watson (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant:**

**Sum of ONE THOUSAND, TWO HUNDRED AND SEVENTY-FIVE POUNDS (£1,275) STERLING**

- Background
- 1. An application was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to repayment of a tenancy deposit paid by the Applicant to the Respondent under a private residential tenancy agreement.

- The Case Management Discussion

2. A Case Management Discussion (“CMD”) took place on 9 December 2024 by conference call. The Applicant was personally present and represented himself. There was no appearance by or on behalf of the Respondent. The application had been served via website advertisement, following an unsuccessful service attempt by Sheriff Officer. The Tribunal was accordingly satisfied that the CMD could proceed in the Respondent’s absence.
3. A separate application by the Applicant seeking a payment order against the Respondent under Rule 103 of the Rules and under case reference FTS/HPC/PR/24/3323 was heard at the same time.
4. The Applicant moved for the order for payment to be granted in the sum of £1,275. The parties had entered into a Private Residential Tenancy Agreement “the Agreement”) which commenced 17 June 2023. The Applicant had paid a deposit in the sum of £1,275 at the commencement of the Agreement. The deposit had not been lodged with an approved tenancy deposit scheme nor returned to the Applicant at the end of the Agreement. There were no grounds for retention of the tenancy deposit.
5. The Applicant submitted that he had paid the first month’s rent and tenancy deposit to the Respondent’s letting agent, Castle Residential, who were instructed only to advertise the Property for lease and arrange the Agreement. They did not carry out any management of the tenancy following the commencement of the Agreement nor hold any funds . The funds were paid by the letting agent to the Respondent, at the commencement of the Agreement. The Agreement ended on 14 July 2024. It was submitted that since the application was raised, the Respondent called the Applicant on 30 October 2024 and was angry at him for raising the application, however she has failed to make any payment to him in return of the deposit held.

- Findings in Fact

6. The Tribunal made the following findings in fact:
  - (i) The parties entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 17 June 2023;
  - (ii) The Applicant paid the Respondent a deposit in the sum of £1,275 at the commencement of the Agreement;
  - (iii) The Agreement ended on 14 July 2024;
  - (iv) The Respondent has failed to repay the deposit to the Applicant following the end of the Agreement.

- Reasons for Decision

7. The Tribunal was satisfied that the Applicant was entitled to payment of the sum as sought. The Respondent has failed to provide any response to the application nor set out any basis upon which she has retained the deposit. The

Respondent has withheld the deposit of £1,275 for no apparent lawful reason and which falls due to be repaid to the Applicant.

- Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment of the undernoted sum to the Applicant:

Sum of ONE THOUSAND, TWO HUNDRED AND SEVENTY-FIVE POUNDS  
(£1,275) STERLING

### **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.**

**Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.**

**Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.**

Legal Member/Chair

Date: 9 December 2024

**Fiona Watson**