



**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/24/5245**

**Re: Property at 2/2, 112 Buttars Loan, Dundee, Tayside, DD2 4QA (“the Property”)**

**Parties:**

**Mr Euan Waugh, 2/3 21 Crathie Drive, Glasgow, G11 7XE (“the Applicant”)**

**DJP Property Services LTD, 45 Lindsay Berwick Place, Anstruther, Fife, KY10 3YP (“the Respondent”)**

**Tribunal Members: Ruth O’Hare, Legal Member**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of Five hundred and fifty pounds (£550) Sterling

**Background**

- 1 The Applicant applied to the Tribunal for a payment order under Rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought the return of his tenancy deposit from the Respondent. The application was conjoined with a separate application under Rule 103 of the Rules seeking a sanction against the Respondent as a result of their failure to comply with the duties regarding tenancy deposits under the Tenancy Deposit Scheme (Scotland) Regulations 2011.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 29 April 2025. Notification of the CMD was given to the parties in terms of Rule 17(2) of the Rules. Said notification was served upon the Respondent by sheriff officers on 24 February 2025.

- 3 Both parties were invited to make written representations in advance of the CMD. No written representations were received from either party.

### **The CMD**

- 4 The CMD took place on 29 April 2025 at 10am by teleconference. The Applicant joined the call. The Respondent did not. The Tribunal delayed the start time of the CMD before determining to proceed in their absence.
- 5 The Tribunal had the following documents before it:-
- (1) Form F application form;
  - (2) Private residential tenancy agreement between the parties dated 6 September 2022; and
  - (3) Email correspondence between the parties.
- 6 The Tribunal explained the purpose of the CMD and asked the Applicant for his submissions on the application. For the avoidance of doubt the following constitutes a summary of the key elements of the discussion and is not a verbatim account of the proceedings.
- 7 The Applicant confirmed that he was seeking the return of his tenancy deposit in the sum of £550. He had been in correspondence with the Respondent regarding the return of his deposit but they had since ceased communication on the issue. He had not received his deposit back from the Respondent. He had noticed that his tenancy agreement did not specify where the deposit was held. He confirmed that his tenancy had ended in June or July 2024. He had paid the tenancy deposit to the Respondents at the commencement of the tenancy in September 2022.

### **Findings in Fact**

- 8 The parties entered into a tenancy agreement in respect of the property, which commenced on 7 September 2022.
- 9 The tenancy was a private residential tenancy under section 1 of the Private Housing (Tenancies) (Scotland) Act 2016. The tenancy is a relevant tenancy for the purpose of Regulation 3 of the 2011 Regulations.
- 10 On or around 6 September 2022 the Applicant paid a tenancy deposit of £550 to the Respondent.
- 11 In terms of Clause 24 of the aforementioned tenancy agreement the Respondent undertook to lodge any deposit received with a tenancy deposit scheme within 30 working days of the start date of the tenancy.

- 12 In terms of Regulation 3(a) and (b) of the 2011 Regulations the deposit should have been lodged with a scheme, and information provided to the Applicant under Regulation 42, no later than 19 October 2022.
- 13 The Respondent did not pay the Applicant's deposit into a tenancy deposit scheme.
- 14 The Respondent did not return the Applicant's tenancy deposit to him at the end of the tenancy.

### **Reasons for Decision**

- 15 The Tribunal considered it could make relevant findings in fact in order to make a decision on the application, having considered the documents before it and the submissions from the Applicant at the CMD, in the absence of a hearing under Rule 18 of the Rules. The Tribunal determined that there were no substantive facts in dispute that would require a hearing to be fixed, and that proceeding to a decision following the CMD would be in accordance with the Tribunal's overriding objective under Rule 2 of the Rules to avoid delay so far as compatible with proper consideration of the issues.
- 16 The Tribunal was satisfied that the Applicant had paid a tenancy deposit of £550 to the Respondent, and had not received this from the Respondent following the termination of the tenancy. There was no evidence before the Tribunal to justify why this was the case. The Tribunal therefore determined to make an order for payment in the sum of £550 in favour of the Respondent.

### **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: Ruth O'Hare

Date: 29 April 2025

**Ruth O'Hare,**