



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/25/0242

Re: Property at 9 Wellington Drive, Aberdeen, AB12 4LE (“the Property”)

Parties:

Carly Forbes, 9 Wellington Drive, Aberdeen, AB12 4LE (“the Applicant”)

Mr Adebayo Aremu, whose present whereabouts are to the Applicant unknown (“the Respondent”)

Tribunal Member: Gillian C Buchanan, Legal Member

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

On or around 14 June 2024, the Applicant entered into a Private Residential Tenancy (“the PRT”) relative to the Property. The terms of the PRT are recorded in a written Tenancy Agreement on headed paper of “KP Letting Agency”. The name of Kristina Evelina Agochukvu is also stated in the heading. In the footer of each page “KP Letting Agency” is stated to have its Registered Office at 613 George Street, Aberdeen, AB25 3YH and on checking Companies House a company by the name K-P Estate and Letting Agency Ltd, Company number SC732658, was incorporated on 17 May 2022 with the Registered Office at 613 George Street aforesaid and with Ms Agochukvu the Director thereof.

Within the Tenancy Agreement at Clause 2 the “Letting Agent” is stated to be “K-P Estate and letting agency ltd” with the address 613 George Street aforesaid. At Clause 3 the “Landlord” details are left blank. The start date of the PRT was stated to be 15 June 2024.

By application dated 17 January 2025 the Applicant sought a payment order from the Tribunal for the return of a tenancy deposit paid by her relative to the Property in a sum of £2,100. In the Application the Respondent was initially stated to be “K-P Letting Agency. Ms Agochukvu’s name was also stated.

By email dated 23 January the Tribunal sought an amended application with the correct details for the Landlord as the Respondent in light of the Tenancy Agreement stating K-P Estate and Letting Agency Ltd to be the Letting Agent.

The Applicant subsequently lodged with the Tribunal a further Tenancy Agreement in respect of the Property with the start date of 18 October 2024 in which the Letting Agent is stated to be Vaniah Limited, Hilton Convention Centre, 13 Smithfield Road, Aberdeen and the Landlord is stated to be Mr Ade Aremu c/o Vaniah Limited.

The Applicant also lodged with the Tribunal a revised application dated 11 February 2025 with the Respondent stated to be Mr Adebayo Aremu, 13 Smithfield Road, Aberdeen, AB24 4NR.

The Tribunal instructed Sheriff Officers to serve the application on Mr Aremu. By letter dated 22 April 2025 the Sheriff Officer reported that they were unable to do so. They advised that 12 Smithfield Road aforesaid is also the address of the Hilton Convention Centre and that on speaking to a representative of Vaniah Limited he advised that Mr Aremu is understood to be resident in Saudi Arabia. The representative of Vaniah Limited indicated that the Applicant was a sub-tenant of KP Letting Agency to which Mr Aremu leased the Property but that tenancy had come to an end and a tenancy had thereafter been issued directly to the Applicant.

By email dated 7 May the Tribunal copied the Sheriff Officers' report to the Applicant and invited her to make further enquiries as to the address of Mr Aremu. The Applicant replied on the same day to advise that *"the original letting agent was kristina at k-p lettings and that i believe it is them who have taken my deposit and not secured"*.

By email dated 16 May 2025 following a call with a representative of Vaniah Limited the Applicant stated:-

"...the Landlord stays in dubai, the landlords details were never mentioned in my tenancy agreement with K-P Lettings and the contract which the deposit regards to is with them and not vaniah Ltd. I am reluctant to make a claim against the landlord when i have been renting the property from k-p lettings and they are the ones who have not secured the deposit and not paid rent on my behalf not the landlord..... I therefor would not like to proceed against the landlord after speaking with seun he advised this could then cause unneccasery conflict between myself and the landlord which i really do not want to happen. I would then ask if there is a way possible for me to proceed against k-p lettings rather than the landlord. As i am now in a new contract with the landlord and don't want to jeopardise our relationship by making claims against him as i believe he lodged a deposit but as k-p lettings were renting from vaniah who work for the landlord and k-p lettings were then sub letting to myself. no one made me aware of this situation i was not aware there were two letting agents involved until k-p lettings hadn't passed on rent that i had been paying to them to vaniah. which then raised the flag...."

By email dated 22 May 2025, the Tribunal wrote to the Applicant stating:-

"You have a claim for compensation under the Tenancy Deposit Schemes (Scotland) Regulations 2011 (application FTS.HPC.PR.25.0197). Any such claim requires to be made against a "landlord" as defined in the Housing (Scotland) Act 2006. The Tribunal will require to be satisfied that any claim made under the Regulations is correctly directed against the "landlord" or it will fail. It is for you to determine who your "landlord" was at the time the Tenancy Agreement was entered into on 14 June 2024 and direct your claim to that party.

Please confirm the name and address of the party against whom you wish to pursue this claim, or if you wish to withdraw the application altogether.

You also have a claim for the return of your deposit (application FTS.HPC.CV.25.0242). Please confirm the name and address of the party against whom you wish to pursue this claim, or if you wish to withdraw the application altogether. You can pursue this application but not the other application if you so choose."

The Applicant failed to respond.

The Tribunal emailed the Applicant again on 4 June 2024 stating that it required a response to its email of 22 May 2025 by 5pm on 20 June 2025, failing which the applications will be rejected and cautioning that the application under the Tenancy Deposit Schemes (Scotland) Regulations 2011 may not be capable of being re-raised.

The Applicant failed to respond.

Reasons for Decision

The Tribunal has sought confirmation from the Applicant as to the identity of the Respondent in this application in order that it can proceed. She has failed to respond.

Decision

The Tribunal therefore dismisses the application.

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.

G Buchanan

Legal Member/Chair

10 July 2025
Date