



**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/25/0588

**Re: Property at 22 March Street, 2/1 Room No.11, Glasgow, G41 2PX (“the
Property”)**

Parties:

Mr Chanyoung Kim, 3 Blackfriars Road, Glasgow, G1 1QG (“the Applicant”)

City BNB LTD, 55 Glasgow Road, Rutherglen, G73 1BJ (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member)

Decision (in absence of the Respondent)

Background

1. The Applicant submitted an application under Rule 111 for an order for payment on the basis that it was said that the Respondent had failed to repay the Applicant’s deposit, an overpayment of rent and costs associated with moving from the Property abruptly.
2. By decision dated 21 March 2025, a Convenor of the Housing and Property Chamber having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. The Tribunal issued letters on 2 June 2025 informing both parties that a case CMD had been assigned for 29 July 2025, which was to take place by conference call. In that letter, the parties were also told that they were required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondent was invited to make written representations by 23 June 2025. The Tribunal did not receive any representations from the Respondent.

The case management discussion

4. The Applicant joined the conference call and represented himself. The Tribunal arranged for the attendance of a Korean interpreter, Mr Ha Lim Kim, who translated proceedings for the Applicant. The Respondent did not join the conference call and the discussion proceeded in its absence. This case called alongside a related case which proceeds under chamber reference FTS/HPC/PR/25/0593. The Tribunal explained the purpose of the CMD.
5. The Applicant explained that the tenancy started on 10 September 2024. The Applicant paid £5,370 in September 2024 for rent from 10 September 2024 to 9 March 2025. The Property was a studio flat. The Applicant was told on 5 February 2025 that he could not return to the Property, so the tenancy ended without notice. The Applicant had to arrange alternative accommodation immediately. The Applicant stayed for one night in an "Airbnb" property at a cost of £43.30. He had to arrange an uber taxi at a cost of £30.03 to move his belongings from the Property. The Applicant also lost employment income because he was unable to work as a result of moving from the Property at short notice.
6. The Applicant contacted the Respondent following his departure from the Property and requested repayment of the deposit of £895 and reimbursement of one month's rent of £895. The landlord initially responded but then stopped responding to contact from the Applicant and has not made payment.

Findings in Fact

7. The parties entered into a private residential tenancy which commenced 10 September 2024.
8. The Applicant paid a deposit of £895 to the Respondent.
9. The Applicant's deposit was not secured in an approved scheme.
10. The Applicant's deposit has not been repaid.
11. The Applicant paid rent of £5,370 in respect of the period 10 September 2024 to 9 March 2025.
12. The Applicant vacated the Property on 5 February 2025.
13. The Applicant overpaid rent for the period 6 February 2025 to 9 March 2025.
14. The Applicant incurred expenditure totalling £73.33 as a result of the tenancy abruptly coming to an end.

Reason for Decision

15. The Tribunal took into account the application and supporting papers and the submissions made at the CMD. The Tribunal was satisfied that it could reach a decision on the application without a hearing under Rule 18 of the Rules and make relevant findings in fact based on the information provided by the Applicant. The Tribunal did not identify any issues to be resolved in this case that would require a hearing to be fixed.
16. The Respondent did not join the CMD and did not lodge any written representations. The tenancy agreement provided for rent being paid in advance for a period of 6 months. The Applicant was told that he had to leave the Property on 5 February 2025. He had already pre-paid rent for the period up to 9 March 2025. The Applicant is therefore entitled to payment in respect of the overpayment of rent of £895.
17. The documentation provided by the Applicant showed that a deposit of £895 was paid to the Respondent and had not been secured with Letting Protection Service Scotland or repaid to him. The supporting papers also demonstrate that the Applicant has made requests of the Respondent for payment. Despite those requests, the information before the Tribunal was that payment has still not been made.
18. The Applicant had to move from the Property without notice. The expenses he incurred totalling £73.33 are reasonable, given the lack of notice.
19. The Tribunal did not see any documentary evidence in relation to a loss of employment income. The Tribunal therefore could not be satisfied that the Applicant lost income as a result of the tenancy coming to an abrupt end.
20. For the reasons set out above, the Tribunal ordered the Respondent to pay the Applicant £1,863.33 in respect of the deposit, overpayment of rent and expenses incurred.

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.

Nicola Irvine

Legal Member/Chair

29 July 2025

Date