



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 and Rule 27(2) of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/24/4564

Re: Property at 434 ST GEORGES ROAD, GLASGOW, G3 6JP (“the Property”)

Parties:

MISS MIREIA PASTOR PICO, MR ALEXANDER TRAYKOV, MISS ADA BIERNACKA, 9 OAKFIELD AVENUE, GLASGOW; 2/2 9 OAKFIELD AVENUE, GLASGOW, G12 8JF; 2/2 20 MCPHATER ST, GLASGOW, G4 0HN (“the Applicant”)

BINGXIN JIANG, 42 SKIRSA STREET, GLASGOW, G23 5AL (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to dismiss the application under Rule 27(2)(b) of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”).

Background

- 1 This is an application under Rule 111 of the Rules and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The Applicants sought an order for payment as compensation for the Respondent’s failure to lodge the deposit in a deposit scheme.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 23 April 2025. The Tribunal gave notice of the CMD to the parties under Rule 17(2) of the Rules. Both parties were invited to make written representations.

- 3 On 12 March 2025 the Tribunal received written representations from the Respondent. In summary, the Respondent advised that she believed there had been an error. She did not own the property and did not recognise the names of the Applicants. She had not received any tenancy deposit from the Applicants and the evidence provided indicated a different account name that did not belong to her.
- 4 On 28 March 2025 the Tribunal wrote to the Applicants asking them to clarify the flat number for the property. The Applicants responded to advise that the lease agreement did not specify a flat number. The Tribunal was therefore unable to source the title deeds for the property.

The CMD

- 5 The CMD took place by teleconference on 23 April 2025. The Applicants and the Respondent all joined the call. The Respondent was accompanied by her son as a supporter, and to assist her with any translation requirements. Mr Traykov spoke on behalf of the Applicants.
- 6 The Tribunal raised the following preliminary issues with the parties which required to be addressed:-
 - (i) The application stated that the Applicants were seeking compensation in the sum of £3,300 as a result of the Respondent's failure to pay the deposit into a scheme. The Tribunal noted that the Applicants had submitted a separate application under Rule 103 for compensation on the same basis. That application had been dismissed by the Tribunal as it found there to have been no breach of the Tenancy Deposit Scheme (Scotland) Regulations 2011. The Tribunal asked if the Applicants were in fact seeking the return of the deposit they state had been paid to the Respondent in the sum of £1650. The Applicants confirmed that they wished to consider amending their application to reflect a valid legal basis for the claim.
 - (ii) The Respondent's position is that she had had no dealings with the Applicants. She did not own the property at 434 St George's Road. She confirmed that she was the owner of a property at 444 St George's Road. She did not sign any tenancy agreement with the Applicants, nor had she taken a tenancy deposit from them. She had never corresponded or spoken with them at any time. The Applicants explained that they found the property on a third party app called SpareRoom. They had viewed it online before communicating over WhatsApp with a contact displayed as Shazy-Flat. They had been instructed to pay the deposit to an account in the name of Y Dai. They thought Y Dai was connected to the Respondent in some way. The Respondent was named on the tenancy agreement. Mr Traykov thought that he may have spoken with the Respondent on the telephone at some point. The tenancy agreement had been sent via WhatsApp by Shazy-Flat. They never met the landlord in person. The arrangements were all done online. The Applicants had decided not to proceed with the tenancy after concerns

regarding their deposit and the Respondent's lack of landlord registration.

- 7 The Tribunal thereafter determined to adjourn the CMD for the Applicant to carry out further investigations to evidence that the person with whom they were liaising, and to whom the deposit was paid, was in fact the Respondent. The Applicants were also asked to submit an amended application to clarify the legal basis of their claim.
- 8 The Tribunal issued a Direction following the CMD requiring the Applicants to submit an amended application and any evidence to establish that the deposit was paid to the Respondent in connection with the proposed tenancy no later than 27 June 2025. The Respondent was then asked to provide any response no later than 18 July 2025. The parties were advised that if they failed to provide the required documentation, the Tribunal may proceed to a decision without further procedure if it considered it had sufficient information to do so.
- 9 The Tribunal received no response to the Direction from the Applicants, nor the Respondent.

Reasons for decision

- 10 The Tribunal considered it could proceed to a decision on the basis of the documentary evidence before it together with the oral submissions from the parties at the CMD, and in the absence of a hearing under rule 18 of the Rules. The parties had been clearly advised that the Tribunal may do so should they fail to provide any satisfactory response to the Direction.
- 11 Rule 27(2)(b) provides that the Tribunal may dismiss an application where a party has failed to co-operate with the Tribunal to such an extent that the Tribunal cannot deal with the proceedings justly and fairly. The Tribunal considers that the Applicants' failure to comply with the Direction constitutes a failure to co-operate to such an extent that the Tribunal cannot deal with the proceedings justly. The Applicants have failed to evidence that the tenancy deposit was paid to the Respondent. Whilst the Respondent's name is on the tenancy agreement, there is no other evidence to establish that it was she who requested, and received, the deposit from the Applicants in this case. Instead, the documents submitted by the Applicants indicate that the payment was made to an account in the name of a different individual. Furthermore, the Applicants have been unable to clarify the exact address for the property, which has meant the Tribunal has been unable to source the title deeds for the property to confirm ownership. The Applicants have been given the opportunity to produce further evidence to satisfy the Tribunal that the claim against the Respondent is valid and can be entertained. Given their lack of response to the Direction, the Tribunal can reasonably conclude that they are unable to do so.
- 12 Accordingly, the Tribunal determined to dismiss 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.

Ruth O'Hare

Legal Member/Chair

Date: 15th October 2025