



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under under Section 16 of the Housing
(Scotland) Act 2014**

Chamber Ref: FTS/HPC/CV/25/2253

Re: Property at 11 Ogilvie Place, Bridge of Allan, FK9 4TE (“the Property”)

Parties:

**Mr Hector MacLeod, Mrs Rongrong MacLeod, 87 Chattan Avenue, Easter
Cornton, Stirling, FK9 5RF (“the Applicants”)**

**Andrew Taylor, Mrs Elizabeth Burtney, PRESENT ADDRESS UNKNOWN (“the
Respondents”)**

Tribunal Member:

Steven Quither (Legal Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the Respondents are to pay to the Applicants the
sum of ONE THOUSAND TWO HUNDRED AND EIGHTY SEVEN POUNDS 50
PENCE (£1287-50) STERLING.**

BACKGROUND

1. This is an application dated 23 and lodged on 27 May, both 2025, for repayment of a deposit of £1087-50 and a further expense arising out of a Short Assured Tenancy between the parties constituted by Missives of Let dated 17 and 18 April, both 2007, in respect of the Property, commencing on 19 June 2007 and at a rent of £750 per month.

2. Vouching was lodged in respect of said deposit by way of a receipt for £2175, dated 16 December 2004, from Slater Hogg & Howison, Residential Lettings, Stirling ("SHH")..
3. 2 associated cases under Tribunal references PR/25/2130 and PR/25/3193 were considered by the Tribunal along with this case at the Case Management Discussion ("CMD") hereinafter referred to.
4. After requests for further information and clarification from the Tribunal dated 28 and 29 May and 5 June, were answered by the Applicants by correspondence of 2 and 10 June, the Tribunal accepted the application by Notice of Acceptance of 11 June and a CMD was duly fixed for 14 November, all 2025.
5. Prior to the CMD, preliminary consideration of the supporting documentation for this application confirmed that, as part of the correspondence referred to in the preceding paragraph, there was available to the Tribunal a report (undated) from Fox Investigations, Glasgow, detailing unsuccessful attempts made by them to trace the Respondents. This led to the Applicants making a Request for Service by Advertisement dated 10 June 2025, a certificate in respect of which was also available, confirming details of this case were placed on the Tribunal's Service by Advertisement page on 14 October 2025.
6. Further correspondence was also lodged by the Applicants, namely an email dated 6 September 2025, advising that the Property had been re-let.

CASE MANAGEMENT DISCUSSION on 14 NOVEMBER 2025

7. The CMD took place by teleconference and duly commenced shortly after 10am, with only the Applicants in attendance.
8. Mr MacLeod advised and confirmed:--

The £2175 paid to SHH was rent and a deposit for an earlier lease, which was then superseded by the Missives of Let above referred to. So far as he was aware, the deposit was carried forward to this "new" arrangement, as constituted by said Missives.

He had received a Notice to Quit the Property from the Respondents' solicitors and then tried to trace the Respondents to seek return of the deposit, engaging the services of Fox Investigations to help him do so, but without success.

He felt the Respondents were being deliberately evasive and referred to the further information lodged with the Tribunal detailing his said efforts.

He had also contacted the Respondents' solicitors but they declined to assist and similarly declined to accept any service of this case on the Respondents' behalf, leaving him with no option but to follow the Service by Advertisement route.

He was also now seeking to include the £200 fee paid to Fox Investigations and was arranging to forward receipt for same as a matter of urgency.

Accordingly, he was now seeking a total of £1287-50, being the £1087-50 deposit amount and the £200 Fox Investigations outlay, to which sum he was seeking to amend his claim (which the Tribunal was content to allow under Rule 13 of the First-Tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules")).

FINDINGS IN FACT

9. The Respondents are liable for return of a deposit of £1087-50 arising out of a Short Assured Tenancy for the Property between the parties, commencing 19 June 2007. They are also liable for £200 in respect of an outlay incurred by the Applicants attempting to trace them in relation to these proceedings.

REASONS FOR DECISION

10. The Tribunal was satisfied that the deposit was due to be returned to the Applicants, having left the Property after being served Notice to Quit to do so by the Respondents.
11. Having considered also the efforts made by the Applicants to trace the Respondents, including instruction of investigators to do so, the Tribunal was satisfied that the Applicants had been put to unnecessary or unreasonable expense due to the Respondents' unreasonable behaviour and accordingly were entitled to recover the investigators fee of £200, all under Rule 40 of the Rules.
12. Accordingly, it considers it just to make an order for payment of £1287-50.

DECISION

13. To grant the order for payment sought by the Applicants against the Respondents in the sum of £1287-50.

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.

SR QUITHER

14 NOVEMBER 2025

Legal Member/Chair

Date