



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/25/1935

Re: Property at 2/1 3 Dougrie Place, Glasgow, G45 9BA (“the Property”)

Parties:

Mr Vander Da Rosa, 50 Mason Lane, Motherwell, ML1 1YN (“the Applicant”)

Miss Marley Bartolomeu, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for Payment by the Respondent in the sum of Seven Hundred Pounds (£700) be made

- **Background**

1. The Applicant applied to the Tribunal by application dated 2 May 2025. Accompanying the application was a copy of various documents, including proof of deposit, evidence of the end of the tenancy, evidence that the flat was left in good order.
2. This application was also lodged alongside another application under the Private Residential Tenancies (Scotland) Act Regulations 2011.
3. The application was accepted for determination on 19 June 2025.
4. There was no address available for the Respondent. The application was served by advertisement on the Respondent.
5. The Applicant was looking for the return of a deposit paid in the sum of Seven Hundred Pounds (£700).

6. Following upon the end of the tenancy on 21 March 2025, the deposit had not been repaid.
7. It also appeared that the deposit had not been paid into a Tenancy Deposit Scheme.

- **The Case Management Discussion**

1. At the case management discussion, which was held by teleconference, the Applicant attended. There was no appearance by or for the Respondent.
2. The Applicant was unaware as to the location for the Respondent.
3. The Applicant confirmed having paid the sum of One Thousand, Four Hundred Pounds (£1,400) on 22 September 2024 in respect of the property. It was a studio flat. The sum paid represented Seven Hundred Pounds (£700) for deposit and Seven Hundred Pounds (£700) for rental. There was no formal written tenancy agreement. The tenancy came to an end on 21 March 2025.
4. The Applicant had provided photographs showing that the flat was left in good order.
5. Despite repeated requests to the Respondent, and an indication from the Respondent that the deposit would be repaid, it never was.
6. There appeared to be a WhatsApp message sent by the Respondent on 23 March 2025, in the following terms: "Hello, good morning Vander, I am still in the process of sending you the deposit. I haven't forgotten. Just to clarify. I was there at the apartment yesterday and everything is fine. Thanks"
7. This seemed to be an acceptance by the Respondent that the deposit was to be returned and that the tenancy deposit was to be returned.

- **Findings in Fact**

1. The parties entered into a tenancy agreement for the rental of the property in the sum of Seven Hundred Pounds (£700) per calendar month, together with a deposit in the sum of Seven Hundred Pounds (£700).
2. Payment of the deposit was made on 22 September 2024 in the sum of One Thousand, Four Hundred Pounds (£1,400).
3. Of that sum, Seven Hundred Pounds (£700) represented payment of the deposit.
4. There was no formal tenancy agreement.

5. The tenancy came to an end on 21 March 2025.
6. The property had been left in good order. The deposit had not been paid into a Tenancy Deposit Scheme.
7. The tenancy deposit had not been repaid by the Respondent.

- **Reasons for Decision**

1. The Tribunal are prepared to accept that clearly a deposit here in the sum of Seven Hundred Pounds (£700) had been paid by the Applicant. The Applicant was able to evidence that from documents provided. The tenancy had come to an end and it appeared from produced WhatsApp conversations that the Respondent acknowledged that the deposit was to be repaid and that everything in the property was fine. The tenancy deposit simply had not been repaid.
2. The Tribunal accepted the written evidence provided by the Applicant, together also with the oral evidence that supplemented this.
3. In these circumstances, the Tribunal made an Order for Payment by the Respondent to the Applicant, in the sum of Seven Hundred Pounds (£700), being the deposit paid by the Applicant.

- **Decision**

1. To make an Order for Payment by the Respondent to the Applicant in the sum of Seven Hundred Pounds (£700).

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.

M Thorley

20.11.2025

Legal Member/Chair

Date

