



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

Chamber Ref: FTS/HPC/CV/25/3214

Re: Property at 1/1 10 Thornwood Gardens, Glasgow, G11 7PT (“the Property”)

Parties:

Michael Johnson, 18 Grange Terrace, Fort William, Inverness-Shire, PH33 6JG (“the Applicant”)

John Cowie, 38 Thorn Drive, Glasgow, G61 4LU (“the Respondent”)

Tribunal Member:

George Clark (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) decided that the application should be determined without a Hearing and made an Order for payment by the Respondent to the Applicant of the sum of £550.

Background

1. By application, dated 25 July 2025, the Applicant sought an Order for Payment in respect of repayment of a tenancy deposit that he had paid to the Respondent but which the Respondent had refused to return to him when the tenancy ended. The sum sought was £550.
2. The Applicant stated that he had paid a tenancy deposit of £550. His tenancy lasted from 1 March 2025 until 31 May 2025. The Respondent failed to lodge the deposit in an approved tenancy deposit scheme and then made false claims of a subsequent contract and damages. New tenants had moved into the Property on 1 June 2025, the day after the Respondent and his co-tenant vacated it. The Respondent had not inspected the Property until 8 June 2025, a week after the Applicant and his co-tenants left. The Respondent continues to hold the deposit, and the Applicant was seeking an Order to have it returned to him.

3. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Applicant and two others, as tenants, and the Respondent as landlord, commencing on 1 March 2025 at a monthly rent of £1,695 and a deposit, payable by the Applicant, of £550, a message from the Respondent to the Applicant, acknowledging receipt of the deposit of £550, emails to the Respondent in which one of the co-tenants gave notice to leave and in which the Applicant and the other co-tenant stated that they would be staying on and would be seeking a replacement third tenant, and a message from the Respondent in which he contended that, so far as he was concerned, as the Applicant and one other tenant had stated that they wanted to stay on, the Parties had a contract. He said that he did not advertise the Property as they had said they were going to find a third flatmate. When the co-tenant left, the Applicant and the remaining co-tenant became liable for the whole rent for the next month. This had been made clear to the remaining co-tenant only days before they both decided to give him notice on the telephone. At that point he was entitled to 28 days' notice at the full rental value. There were also unpaid damages outstanding.
4. The Applicant provided confirmation from all three approved tenancy deposit schemes that they did not hold the deposit.
5. On 15 October 2025, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 5 November 2025. The Respondent did not make any written representations to the Tribunal.

Case Management Discussion

6. A Case Management Discussion was held by means of a telephone conference call on the morning of 27 November 2025. The Applicant was present. The Respondent was not present or represented.
7. The Applicant told the Tribunal that the Respondent had advertised the Property on the Spareroom website and had passed on the tenants' contact details for viewings. They had shown the Property to three men from the Philippines. On the day after he moved out, the Applicant returned to pick up his bicycle, which was stored close to the Property. He saw the same three men outside the Property and his upstairs neighbour subsequently confirmed that they had moved in on the day after the Applicant and his co-tenants moved out.
8. The Applicant stated that most of the contact with the Respondent had been by telephone. He and his co-tenant had originally intended staying on in the Property, but they had not found a replacement third tenant and the Respondent was aware from their telephone conversations that all three tenants were leaving on 31 May. They had told him before they showed round the prospective tenants. The Respondent must have lined up the three men from the Philippines to move in on the following day. The view of the Applicant was that the Respondent had no right to retain his deposit, which he had claimed as rent in lieu of notice, as the Property had immediately been re-occupied.

Reasons for Decision

9. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a Hearing.
10. The Tribunal considered carefully all the evidence before it. There was no written evidence that the Applicant had given the Respondent notice to leave. Indeed, the messages and emails appeared to indicate that it was the intention of the Applicant and the remaining co-tenant to stay on and to seek a third tenant. The Applicant had referred in the Case Management Discussion to telephone discussions, but, as the Respondent had not made written representations and had chosen not to attend or be represented at the Case Management Discussion, the position regarding telephone conversations could not be verified. The Respondent had not, however taken the opportunity to challenge the statement in the application that new tenants had moved in on 1 June 2025, the day after the Applicant vacated, and the view of the Tribunal was that, whether or not proper notice could be said to have been given by the Applicant, the Respondent was not entitled to retain the deposit as rent in lieu of notice. Accordingly, whilst the Tribunal was unable on the evidence before it to make a determination on whether proper notice had been given, it was in no doubt that the deposit must be returned to the Applicant.
11. The Tribunal observed that there would have been no need for the application if the Respondent had complied with his legal obligation to lodge the deposit in an approved tenancy deposit scheme. The matter would have been adjudicated at the time the tenancy ended, and the Applicant would not have had to go through the time-consuming process of seeking redress from the Tribunal.

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.

George Clark

Legal Member/Chair

Date 27 November 2025