



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Regulations”)

Chamber Ref: FTS/HPC/CV/25/0322

Re: Property at 47 1/R ESSLEMOUNT AVENUE, ABERDEEN, AB25 1ST (“the Property”)

Parties:

Mr KESTER UMEJIEGO, 1L, 8, WALLFIELD CRESCENT, ABERDEEN, AB25 2JT (“the Applicant”)

MRS SAJIDAH POOLE, 9 HILLTOP CRESCENT, WESTHILL, AB32 6PJ (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member) and Ahsan Khan (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment in the sum of £33.20 should be made by the Respondent to the Applicant.

Background

1. By applications received on 27 January 2025, the Applicant sought an order against the Respondent in respect of the Respondent’s alleged breach of her duties in relation to a tenancy deposit under Rule 103 and also a payment order under Rule 111 seeking return of the tenancy deposit (£505) plus compensation in respect of alleged bullying and harassment by the Respondent (£200) and recovery of financial losses (£293). Supporting documentation was submitted with the applications, including a copy of the Tenancy Agreement. The tenancy was a Private Residential Tenancy which had commenced on 5 July 2024 and ended on or around 23 January 2025.

2. On 29 January 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance in respect of both applications in terms of Rule 9 of the Regulations. Papers were served on the Respondent by Sheriff Officer on 15 April 2025, requesting any written representations be lodged. Both parties were notified of the date and other details of the Case Management Discussion ("CMD") due to take place on 16 July 2025.
3. On 18 April 2025 and 26 April 2025, the Respondent lodged written representations in respect of the applications, together with supporting documentation. She admitted that the Applicant's tenancy deposit had been lodged late and explained the reasons for this. However, she disputed the Applicant's version of events or that he was entitled to the compensation sought in both applications. She also explained that the Applicant's tenancy deposit of £505 had already been returned to him in full. The Respondent's responses were circulated to the Applicant.
4. The CMD took place on 16 July 2025 at 2pm by telephone conference call in front of the Legal Member only. The CMD was attended only by the Respondent, Mrs Sajidah Poole, who was accompanied by her son, Mr Maher Salman, who is assisting her with this matter. The Legal Member delayed the commencement of the CMD for around 5 minutes to give the Applicant an opportunity to join late but he did not do so. The Legal Member also instructed the Tribunal Clerk to try and contact the Applicant by telephone, but he did not answer. Accordingly, the CMD proceeded in the absence of the Applicant.
5. There were introductions and introductory comments by the Legal Member, the purpose of the CMD was explained and there followed discussion regarding the Respondent's position in respect of both applications.
6. It was confirmed, in relation to this application that Mrs Poole accepted that she lodged the deposit late, although there were extenuation circumstances for this, including health reasons and she stressed that it was lodged with Safe Deposits Scotland (SDS) before the Applicant wished to leave. It was noted by the Legal Member that it was unfortunate that the Applicant appeared to have been given wrong information by SDS in their response to him dated 23 December 2024. They claimed not to hold a tenancy deposit in relation to his tenancy but the tenancy deposit certificate confirms that the deposit had, in fact, been registered with them on 6 December 2024, and received by them on 9 December 2024. Mrs Poole explained that there had been some confusion with SDS as the tenant before the Applicant had had a similar name and the deposit was still showing in that tenant's name. She had required to telephone them three times before this was sorted out. Mrs Poole stated that she always deposited tenancy deposits properly, since 2008, and has never had any problems with deposits previously. The Legal Member confirmed that, in such cases, the Tribunal would assess the appropriate level of compensation taking into account such mitigating factors, but also the tenant's position in relation to the matter and factors put forward on their behalf.

7. It was also confirmed at the CMD that the full deposit of £505 had been returned to the Applicant, via the tenancy deposit scheme and considers that his claims against her were submitted prematurely. She stated that he had adopted an unreasonable stance in that he was demanding his tenancy deposit back the day after he left the Property. The deposit was in the scheme by then and the Applicant did not give time for the tenancy deposit procedures to take place before submitting his Tribunal applications. Mrs Poole mentioned the issues which had arisen with the tenancy and the difficulties and confusion she had experienced dealing with the Applicant. It was because of this that she had employed a third-party agent to conduct the 'check-out' procedures at the end of the tenancy, on her behalf, which she considered was the appropriate thing to do. As per her written representations, she denies the Applicant's allegations regarding her conduct towards him or that he is due any compensation/payment in relation to the payment application.
8. The Legal Member confirmed that she had noted the Respondent's position in respect of both applications and normally, the Applicant would have been asked for his comments on her position at the CMD. However, as he had failed to attend the CMD, his position was unknown and it may be that he had decided not to proceed with the applications. It was accordingly explained that the Tribunal would seek confirmation from the Applicant by way of a formal Direction as to his position in respect of these applications, before deciding on next procedures. It was explained that a time limit would be imposed for his response and if no response is received, the applications would progress no further. On the other hand, if a response was received and a satisfactory reason for the Applicant's failure to attend the CMD, it was explained that there may be further procedure, which could include a further CMD or hearing, in which case the Respondent would be notified and perhaps asked for further response in writing. There was some further brief discussion regarding procedural matters. Mrs Poole and Mr Salman were thanked for their attendance and the CMD concluded.
9. The outcome of the CMD was accordingly that both applications were adjourned for a Direction to be issued to the Applicant and his position in respect of the applications clarified.

Directions and Further Procedure

10. Following the CMD, a CMD Note was issued to both parties detailing the above discussions. A Direction dated 16 July 2025 was also issued to the Applicant in the following terms:-

"NOTICE TO THE PARTIES

The Tribunal, on its own initiative and for the purpose of making inquiries, give the following Direction to the Applicant/Respondent as to the conduct and progress of this

Application in terms of Section 16 of Schedule 1 to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017:

The Applicant is required to confirm to the Tribunal in writing:-

1. *If he wishes to withdraw these applications, or either of them, or if he wishes to proceed; and*
2. *If he wishes to proceed:-*
 - (i) *his explanation for his failure to attend the Case Management Discussion ("CMD") on 16 July 2025 at 2pm, together with any supporting documentation, such as a medical report; and*
 - (ii) *written representations further explaining his position in respect of both applications, given the written responses and documentation lodged by the Respondent prior to the CMD and the discussions which took place at the CMD as outlined in the CMD Note.*

The documentation specified above should be lodged with the Chamber no later than 14 days from the date of this Direction being issued to the Applicant."

11. On 23 July 2025, the Applicant emailed the Tribunal confirming that he did wish to proceed with both applications and provided medical reasons for his failure to attend the CMD, together with supporting documentation in that regard. He also lodged detailed written representations, responding to the Respondent's representations, made before and at, the CMD, together with some further supporting documentation, including some photographs and copy communications between the parties.
12. The Legal Member was satisfied that the Applicant had established good reason for his failure to attend the CMDs and decided that it was appropriate to set down further procedure and for an Evidential Hearing to be scheduled.
13. On 29 July 2025, further written representations were lodged by the Respondent, updating her original written representations in response to the further representations from the Applicant. She also lodged some further supporting documents, including further copy messages between the parties.
14. On 2 August 2025, the Applicant lodged further written representations in response, together with further supporting documentation, including copy messages between the parties.
15. A second Direction was subsequently issued to parties, dated 4 August 2025, in the following terms:-

"NOTICE TO THE PARTIES

The Tribunal, on its own initiative and for the purpose of making inquiries, give the following Direction to the Applicant/Respondent as to the conduct and progress of this

Application in terms of Section 16 of Schedule 1 to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017:

The Applicant and Respondent are required to provide:-

- 1. Any further written submissions, documentation or further evidence, in support of their positions in respect of these applications; and*
- 2. Details of any witnesses that the parties wish to call to give evidence at the Evidential Hearing to be fixed in respect of these applications, and to make arrangements for the attendance at the Hearing of any such witnesses;*

The documentation referred to above must be lodged with the Tribunal Administration no later than 14 days prior to the Evidential Hearing to be fixed in respect of this application.”

16. No further substantive communications were received from parties prior to the Evidential Hearing which was subsequently scheduled to take place on 15 January 2026 by telephone conference call.

Evidential Hearing

17. The Evidential Hearing took place on 15 January 2026 at 10am, by telephone conference call, and was before both Members of the Tribunal. Both parties were in attendance at the hearing and the Respondent, Mrs Sajidah Poole, was again accompanied by her son, Mr Maher Salman, who was representing and supporting her. Neither party had any witnesses or late paperwork to lodge and had both had sight of all prior documentation lodged by the other party. The process to be followed was explained and the Evidential Hearing proceeded, with both parties giving evidence on their own behalf and answering questions from the other party and from the Tribunal Members.
18. At the outset, it was confirmed that Mr Umejiego had received the full deposit of £505 back, via the tenancy deposit scheme, after he had submitted this application to the Tribunal and that the remaining claim in respect of this application was for £200 in respect of alleged bullying and harassment and £293 in respect of repayment of rent paid by the Applicant which he does not consider should have been paid. The total sum claimed is accordingly now £493.

Evidence from Mr Kester Umejiego – the Applicant

19. Mr Umejiego stated that difficulties arose almost immediately with his tenancy after he moved in. He emailed the Respondent about the various issues but she was dismissive of his complaints and rude in her responses to him. He made reference to the supporting paperwork he had lodged with the Tribunal. The issues he raised were:-

- that there were marks on the sofas and marks/damage to walls which were not apparent from the inventory prepared by the letting agent. He was concerned that he would be held responsible for these issues at the end of his tenancy so he took photographs and sent these to the Respondent;
- that there was a pre-payment electricity meter and the Respondent would not agree to the meter being upgraded to a smart meter or the electricity account being transferred into his name. She did not want the bother of changing it back after his tenancy. Mr Umejiego said he had, however, somehow ended up with a balance of £19 showing owing by him to OVO, and was worried that this could affect his credit score;
- there was no hot water in the kitchen or bathroom (except from the electric shower) or heating. The Respondent told him to turn a switch on near the meter which he tried a few times. However, there was still no hot water; and
- he thought there was a rodent in the kitchen as a hole had appeared in a binbag which he took a photograph of and sent it to the Respondent. However, she came to the property with her husband and demanded further evidence of the rodent. He alleged that she had shouted at him and was dismissive of him, asking him his age and how long he had been in the country.

20. Mr Umejiego confirmed that he complained several times to the Respondent regarding the various issues but that she did not do anything to resolve his complaints. She accused him of causing a lot of trouble and told him he should move out. He decided to do so as their landlord/tenant relationship was not working but felt that she had forced him out. He did not seek any advice on these issues at the time. He gave notice by email on 23 December 2024. He was told that he required to give a month's notice which took him to 23 January 2025. However, he had wanted to move out as soon as possible. He had taken on a new tenancy from 5 January 2025 and had required to pay rent for that tenancy from that date. This meant that he had been paying rent for the two properties for the period 5 January until 23 January. He moved out and returned the keys for this property on 18 January 2025. Mr Umejiego does not think that he should have had to pay rent for the period 5 to 23 January 2025 as he had felt forced out of the property by the Respondent. This was the basis of his claim for £293. He alleged that he was subjected to bullying and harassment by the Respondent, causing him anxiety and stress, for which he considers he should be awarded compensation of £200.

Evidence from Mrs Sajidah Poole – the Respondent

21. Mrs Poole denied that the Applicant was due repayment of any rent or compensation for alleged bullying and harassment which she denied. Reference was made to her age (80) and health concerns and to the supporting documentation she has produced in support of her position. She stated that there was no evidence that she was shouting at the Applicant in the living room and that there was no evidence that there was any rodent. She confirmed that

the Applicant had contacted her on 30 August 2024 alleging there was a rodent in the kitchen. She had responded to say that, if there was, they would be able to call specialists out to get rid of it. However, she first wanted to attend at the Property to have a look at things for herself first and attended a few days later, accompanied by her husband. However, there was no evidence of a rodent. The Applicant had already removed the bin bag and all he had was the photograph of a bin bag with a hole in it which did not prove anything. The bag could simply have been ripped. Mrs Poole said that there had never been any issues with the hot water previously and that a valid electrical safety certificate for the property was held by the letting agent. She had previously tried to explain to the Applicant about the operation of the timer switch for the hot water and thinks he had not understood the controls and that it had been 'user error' rather than there being any fault. She confirmed that there were no repairs required and that the new tenant had not had any issues with the hot water. As to the electricity meter, Mrs Poole made reference to her attachment 14 lodged with the Tribunal which was an email to her from OVO's customer services. They explained that the meter at the property had never been upgraded to a smart meter. They also confirmed that the electricity account had only ever been in her name, so there could not be any charges or bills outstanding in any other name in relation to this property. This was an outright false claim. Mrs Poole denied that she had not responded to the various issues raised by the Applicant. She had answered his emails and visited the property. She had tried explaining things to him but found him difficult to deal with. She denied bullying or harassing the Applicant, forcing him out or telling him to leave the property. He gave her notice and was due to pay rent until 23 January 2025. There is no basis for his claim for repayment of £293 of rent for the period 5 January to 23 January 2025. Mrs Poole said that it was her letting agent who had said that one month's notice was due. The Tribunal made reference to the terms of the private residential tenancy agreement and the legal position with regard to the notice period being 28 days, rather than a month. Mrs Poole conceded that this had been a misunderstanding and that, in that case, the Applicant may have paid 2 or 3 days too much rent and be due that back.

22. Mr Umejiego asked Mrs Poole why she had accused him of fabricating the presence of a rodent, when he had shown her the photograph of the bin bag. Mrs Poole responded that she did not think this was evidence of the existence of a rodent. Mr Umejiego asked Mrs Poole to confirm that she had told him he would have to move out, with reference to the email trail between them. Mrs Poole denied this. She had not told him to move out, just that he may wish to move out if he was not happy about things. Mr Umejiego asked Mrs Poole why she had said she was dealing with everything herself, but had then instructed him to go through her letting agent about things at the end of the tenancy. Mrs Poole stated that she had dealt with matters herself, had tried to respond to all the Applicant's emails and had only arranged for the agent to do the final check-out inspection and report as she was finding it very difficult to deal with the Applicant by the end of the tenancy.

Summing-up

23. The Applicant stated that he had never had the plan to end up at the Tribunal. He was an immigrant who had come here to work. He feels he was treated very badly by Mrs Poole and was still suffering from PTSD as a result. He thanked the Tribunal for hearing his claims.
24. The Respondent made reference to all the supporting documentation she had lodged in support of her position. She referred to the Applicant having mentioned involving the Tribunal several times in his communications with her and to knowing the law. He had already begun the Tribunal proceedings before the processes regarding return of the tenancy deposit had been completed.
25. The Tribunal Members adjourned to consider the application in private and, on re-convening, confirmed that their decision in the matter would follow in writing, once the Tribunal had fully considered matters.

Findings in Fact

1. The Respondent is the owner and landlord of the Property.
2. The Applicant was the tenant of the Property by virtue of a Private Residential Tenancy commencing on 5 July 2024 and which ended on or around 23 January 2025, following the Applicant giving notice.
3. The Applicant paid a tenancy deposit of £505 to the Respondent at commencement of the tenancy.
4. The tenancy deposit was lodged in a tenancy deposit scheme with Safe Deposits Scotland on 9 December 2024 and was repaid in full to the Applicant via the scheme, on the instructions of the Respondent, following the end of the tenancy.
5. This application was lodged by the Applicant on 27 January 2025, prior to the tenancy deposit being returned to him.
6. The rent payable in respect of the tenancy was £505 per calendar month.
7. The daily rental rate is £16.60.
8. The Applicant served notice on the Respondent by email on 23 December 2024, this notice being received and acknowledged by the Respondent on the same date.

9. Clause 24 of the tenancy agreement requires the tenant to give at least 28 days' notice in writing to the landlord to terminate the tenancy, which accords with the relevant legislation.
10. The end of the notice period was 21 January 2025 and the Applicant was accordingly due to pay rental up to and including that date.
11. The Applicant paid rent up to and including 23 January 2025, as both parties had understood that a month's notice was to be given.
12. The Applicant had accordingly paid an additional two days' rental to the Respondent, amounting to £33.20.
13. The Respondent is accordingly due to repay the sum of £33.20 to the Applicant in respect of overpaid rent.
14. The Applicant had entered into a new tenancy, commencing on 5 January 2025, although did not vacate the Property until 18 January 2025.
15. The Applicant had raised in writing with the Respondent some issues in respect of the Property condition, including an alleged rodent, the hot water, the electricity meter and utility charges.
16. Disagreements arose between the parties and their relationship broke down, culminating in the Applicant serving notice and leaving the Property.
17. The Applicant had called upon the Respondent to pay him in respect of overpaid rent amounting to £293, plus compensation for bullying and harassment of £200.
18. The Respondent opposed the Applicant's claims.

Reasons for Decision

1. The Tribunal was satisfied from the documentation before it, and the oral evidence of parties, that the Respondent was due to pay the Applicant the sum of £33.20 in respect of this application in repayment of overpaid rent. The Tribunal did not find the remainder of the Applicant's claim which totalled £493 to be established. The original application had also included a claim for £505 in respect of the Applicant's claim for repayment of the £505 tenancy deposit but that had since been resolved with that sum being repaid to the Applicant after this application was submitted to the Tribunal.
2. It was clear that tenancy-related disagreements had arisen between the parties during the tenancy and that these had culminated in the Applicant giving notice

to the Respondent on 23 December 2024. The Applicant had raised various issues with the Respondent, as outlined above, including the late lodging of the tenancy deposit in an approved scheme and a dispute regarding its return.

3. The Tribunal had regard to the various messages and emails that had passed between parties in relation to these matters. It was apparent to the Tribunal from these written communications and the oral evidence they each gave to the Tribunal, that these issues had led to the breakdown of their landlord/tenant relationship. The Applicant clearly felt that the Respondent had not adequately dealt with the issues he had raised and had become increasingly frustrated and upset by her attitude towards him. The Respondent had, in the Tribunal's view, responded to the Applicant and sought to explain matters to him. It was clear to the Tribunal that the Respondent had become increasingly frustrated with the Applicant and annoyed at the allegations he was making against her. The Tribunal considered that both parties had become rather 'heated' in their communications with each other and understood, from some of the language used by the Respondent, why the Applicant had considered that she was dismissive of him and some of the issues he had raised. However, the Tribunal did not consider that the Applicant had established that he had been bullied or harassed by the Respondent or that she had forced him to leave the Property. The Tribunal was accordingly not satisfied that the Applicant was due any compensation from the Applicant. Nor was the Tribunal satisfied that the Applicant was due a repayment of rent paid over the period 5 to 23 January 2025. The basis for the Applicant's claim in this regard was that he had had no option but to take on another tenancy and that this had commenced on 5 January 2025, meaning that he was thereafter paying rent in respect of both properties until 23 January 2025. However, the Tribunal noted that, for his own reasons, the Applicant had not actually vacated and returned the keys for this Property until 18 January 2025. As the Tribunal was not satisfied that the Applicant had been forced to leave by the Respondent, the Tribunal did not consider this to be a valid claim.
4. However, the Tribunal did consider that the Applicant had overpaid rent to the Respondent by two days, totalling £33.20. The Tribunal calculated the daily rate of rental by calculating the yearly rental (£505 x 12 = £6,060) and dividing that figure by 365, amounting to £16.60 per day. This had arisen due to both parties being under the misapprehension that the notice period was one month, as opposed to 28 days. The Tribunal had regard, both to Clause 24 of the tenancy agreement, which provided for 28 days' notice, and Section 49 of the Private Housing (Tenancies)(Scotland) Act 2016 which states as follows:-

"S49(1) A notice fulfils the requirements.....if (c) it states as the day on which the tenancy is to end a day that is after the last day of the minimum notice period."

(3) In subsection (1)(c), "the minimum notice period" means a period which –
(b) ends on the day falling –(ii)28 days after it begins."

The Applicant had given notice by email on 23 December 2024, which had been received and acknowledged by the Respondent on that date (meaning that the usual 48 hours required for electronic communications did not apply). The last day of the minimum notice period of 28 days was therefore 20 January 2025 and the day the tenancy ended was accordingly the day after that, namely 21 January 2025. As rent had been paid by the Applicant up to and including 23 January 2025, he had overpaid rent to the Respondent by two days, amounting to £33.20.

5. The Tribunal's decision was unanimous.

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 Weir

Legal Member/Chair

**15 January 2026
Date**