



**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**

Chamber Ref: FTS/HPC/CV/25/3832

Re: 93 Inglefield Street, Glasgow G41 7PP ("the Property")

Parties:

Sam Allcock, 103 Chesterfield Road, Arkwright, Chesterfield, Derbyshire S44 5DR ("Applicant")

Aimee McKay, 19 Tollcross View, Glasgow G32 8UA ("Respondent")

Tribunal Members:

Joan Devine (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("Tribunal") determined that an order for payment of £550 should be made together with interest thereon at the rate of 5% per annum.

Background

1. The Applicant sought an order for payment of £550 plus interest in respect of a deposit paid by the Applicant to the Respondent. The Applicant had lodged a summary of his claim in which he stated that the Property was a 3 bedroom flat; that he rented one room in the Property; that the other two bedrooms were occupied by third parties; that the agreed monthly rent was £500; that a deposit of £550 was paid on 26 May 2025; that the Respondent did not reside in the Property; that the period of the tenancy was 26 May 2025 to 24 July 2025; that the deposit had not been returned following the end of the tenancy and that no written tenancy agreement was provided. The Applicant lodged a transcript of whatsapp messages between the Parties. The Application was served on the Respondent by sheriff officer on 16 December 2025.
2. The Applicant also sought an order under Rule 103 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("Rules") stating that the Respondent had failed to timeously lodge a tenancy deposit in an appropriate scheme in breach of the Tenancy Deposit Schemes

(Scotland) Regulations 2011. That application had reference PR/25/3642 (the “rule 103 application”). The applications were conjoined.

Case Management Discussion (“CMD”)

3. A CMD took place on 3 February 2026 by conference call. The Applicant was in attendance. There was no appearance by or on behalf of the Respondent.
4. Mr Allcock told the Tribunal that the tenancy commenced on 26 May 2025 and ended on 24 July 2025. He drew the Tribunal’s attention to messages dated 16 May 2025 and 23 July 2025 which confirmed these dates. He said that no notices were served to end the tenancy, it was ended by agreement. Mr Allcock said that an initial payment was made of £1100 to cover the deposit of £550 and the first month’s rent. He referred to messages dated 16 May 2025 which referred to the payment being made. He said it was later agreed that the monthly rent would be £500. He referred to a message dated 28 June 2025 which confirmed that. He said that he was never given a written tenancy agreement.
5. Mr Allcock told the Tribunal that the Property consisted of 3 bedrooms plus a shared bathroom and kitchen. He said that the Respondent did not occupy the Property. He said the remaining two bedrooms were occupied by third parties.
6. Mr Allcock told the Tribunal that he moved to Glasgow to work on a contract. He said he continued to work on that contract which did not have an end date. He said it is open ended. He said that he left the Property as his wife came to work in Glasgow on the same open ended contract at the end of July 2025 and they wanted to live in a property occupied only by them. He said they are renting a property at Glasgow Harbour.
7. Mr Allcock told the Tribunal that the Respondent had told him she was not required to lodge his deposit in an approved scheme as he only rented one room in the Property. He said that he had sought return of his deposit but the Respondent had said she was waiting for a quote for deep cleaning the Property and fixing a hold in the wall. He said he was not responsible for any damage. Mr Allcock told the Tribunal he had not heard further from the Respondent about cleaning costs since July 2025.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a tenancy agreement which commenced on 28 May 2025.

2. The tenancy came to an end on 24 July 2025.
3. The Applicant paid to the Respondent a deposit of £550 on or about 16 May 2025.
4. The Respondent had not returned the deposit to the Applicant after the tenancy ended.

Findings in Fact and Law

The Tribunal made the following findings in fact and law:

5. The Respondent is obliged to pay to the Applicant £550 in order to return to the Applicant the deposit paid at the start of the tenancy.

Reasons for the Decision

8. Since 1 December 2017 the only competent way to constitute a private residential tenancy is in terms of the Private Housing (Tenancies)(Scotland) Act 2016 (“2016 Act”). Section 3 of the 2016 Act provides that such contracts do not require to be in writing. Section 2(2) of the 2016 Act provides that a tenancy is to be regarded as one under which a property is let to an individual notwithstanding that it is let jointly to an individual and another person. Section 2(4) of the 2016 Act provides that a tenancy is to be regarded as one under which a property is let as a separate dwelling if the terms of the tenancy entitle the tenant to use property in common with another person (“shared accommodation”) and the let property would be regarded as a separate dwelling were it to include some or all of the shared accommodation. Section 2 of the 2016 Act was considered in the Upper Tribunal decision in *Affleck v Bronsdon* in 2019 where the Upper Tribunal determined that the letting of a bedroom with the use of shared facilities would be a private residential tenancy. The evidence considered by the Tribunal in the conjoined applications indicated that the tenancy was not a holiday let or a short term let
9. The Respondent did not attend the CMD and did not lodge a written representation. The Tribunal was not therefore presented with any reason as to why the deposit paid should not be returned to the Applicant.
10. The Applicant had paid a deposit of £550 at the start of the tenancy. The deposit had not been returned to him after the tenancy ended. The Respondent is obliged to make payment of £550 to the Applicant. The Tribunal considered that it was reasonable to award interest at the rate of 5% per annum.

Decision

The Tribunal grants an order for payment of £550 plus interest thereon at the rate of 5% per annum.

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.

Joan Devine

**Joan Devine
Legal Member**

Date : 3 February 2026