



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 48 of the Housing (Scotland) Act 2014 and Rule 95 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”)**

**Chamber Ref: FTS/HPC/LA/25/2362**

**Re: Property at 1/3, 163 Petershill road, Glasgow, G21 4AL (“the Property”)**

**Parties:**

**Mr Liam Brennan, 175 Wilton Street, Glasgow G20 6DF (“the Applicant”)**

**Bellus Lettings, 108b Kirkintilloch Road, Bishopbriggs, Glasgow G64 2AB (“the Respondents”)**

**Tribunal Members:**

**Steven Quither (Legal Member) and Andrew Taylor (Ordinary Member)**

**Decision (in absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are in breach of LACP Paragraphs 124 and 125 and accordingly makes a Letting Agent Enforcement Order (LAEO) for the Respondents to pay to the Applicant the sum of ONE THOUSAND FOUR HUNDRED AND THIRTY ONE POUNDS 45 PENCE (£1431-45) STERLING within 30 days of the date of service of the LAEO.**

#### **BACKGROUND**

1. This is an application dated 3 June 2025 by a tenant to enforce various provisions (124 & 125) of the Letting Agent Code of Practice (“LACP”) arising out of the Respondents’ management of the Property on behalf of a landlord, (further details not known).
2. From the application and supporting documentation lodged therewith, the Applicant appears to have paid the Respondents £1875 on 20 September 2024

- to cover 3 rental payments of £625 each, falling due on 19 October, 19 November and 19 December, also 2024.
3. Thereafter, the Applicant appears, on 27 September 2024, to have given notice of his intention to leave the Property on 26 October 2024 and made a request for refund of £1431-45, being the balance due of the advance rent of £1875, to be repaid for 27 October 2024 to 18 January 2025.
  4. The Respondents appear to have emailed the Applicant on 1 October 2024, advising him that the rent had already been paid to the landlord but they would, in essence and without any guarantee, contact the landlord and revert to him.
  5. The Respondents then appear to have emailed the Applicant on 21 October 2024, advising him that the appropriate refund would be made when the Property was relet, to which suggestion the Applicant does not appear to have agreed.
  6. The Applicant then appears to have made a complaint to the Respondents on 20 January 2025 and followed this up on 15 and 18 March 2025, advising of his belief of their failure to comply with LACP Paragraphs 124 & 125 and again asking for refund of £1431-45.
  7. Royal Mail proof of delivery of correspondence to the Respondents at 10-50am on 25 March 2025 under tracking number KD802491675GB appears to have been lodged along with the application.
  8. The Tribunal accepted the application by Notice of Acceptance of 15 July and a Case Management Discussion (“CMD”) was duly fixed for 10 December, both 2025.
  9. Prior to the CMD, preliminary consideration of the supporting documentation for this application confirmed that on 23 October 2025 the Applicant indicated by return of pro-forma Tribunal form that he simply wished the Tribunal to deal with the application on the basis of the information provided by him and without his attendance at the CMD.
  10. Intimation of the Applicant's request was sent to the Respondents by recorded delivery on 27 October, without response.
  11. Intimation of the CMD was sent to the Respondents on 19 November 2025, again without response.

12. In the application, as well as the principal sum of £1431-85, the Applicant also seeks interest of £33-88 for the amount of ISA interest he would have accrued for seven months to the date of application if a refund had been made to him.

### **CASE MANAGEMENT DISCUSSION on 10 DECEMBER 2025**

13. The CMD took place by teleconference and duly commenced shortly after 10am, with neither party in attendance. Accordingly, the Tribunal considered the application based on the information available to it from the casefile and in the absence of any opposition to anything contained therein.

### **FINDINGS IN FACT**

14. The Applicant rented the Property on 20 September 2024 for £625 per month and paid £1825 to the Respondents in advance of 3 rental payments due on each of 19 October, November and December 2024.

15. On 27 September 2024, the Applicant gave notice of his intention to leave the Property on 26 October 2025 and then requested on several occasions return of the rent paid in advance for the period 27 October 2024 to 18 January 2025, since he would then no longer be in occupancy of the Property.

16. The Respondents initially told him they would need to request return of the amount from the landlord and subsequently that they would refund the appropriate amount due as of commencement of a new tenancy, to which the Applicant did not agree.

17. No moneys have been refunded to the Applicant.

### **REASONS FOR DECISION**

18. The Tribunal was satisfied that the stated sum of £1431-45 was due to be returned to the Applicant, he having given notice of his intention to leave the property as stated and requested return of same.

19. It was also satisfied that the Applicant did not agree any retention of any amount for the period until the Property was relet. In an email to the Respondents of 15 March 2025, he specifically states in that regard "Of course, no agreement was made with me".

20. LACP Paragraphs 124 & 125 instruct Letting Agents, respectively, to ensure clients' money is available to them on request and to pay or repay clients' money as soon as there is no need to retain it.
21. LACP Paragraph 117 defines "client money" as "money held or rent collected on behalf of a prospective tenant, tenant or landlord (including former tenant or landlord).", which appears to cover the moneys paid by the Applicant to the Respondents.
22. In all of these circumstances and in the absence of any opposition or counter argument, the Tribunal is satisfied it is just to make the order sought for the Respondents to repay the principal sum of £1431-45, but not the interest sought, since there is no contractual basis to do so and that claim appears somewhat speculative.

### **DECISION**

23. The Tribunal finds that the Respondents are in breach of LACP Paragraphs 124 and 125 and accordingly makes a Letting Agent Enforcement Order (LAEO) for the Respondents to pay to the Applicant the sum of £1431-45 within 30 days of the date of service of the LAEO.

### **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**

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**Legal Member/Chair**

**10 DECEMBER 2025**

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**Date**

