



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/25/0263

Re: Property at 14 Shackleton Place, Lossiemouth, IV31 6SU (“the Property”)

Parties:

Miss Ann - Marie Slater, 8 Cooperage Close, Elgin, IV30 8AB (“the Applicant”)

Mrs Somjit Denholm, Sea Breeze, Shore Street, Lossiemouth, IV31 6PB (“the Respondent”)

Tribunal Members:

Andrew McLaughlin (Legal Member)

Background

[1] The Application seeks a Payment Order for £500.00 for a deposit which she paid to the Respondent pursuant to a tenancy agreement between the parties which was never signed and taken forward.

[2] The Tribunal’s jurisdiction derives from section 71 from the Act which allows the Tribunal to deal with business “*arising from a Private Residential Tenancy.*”

[3] Although the relevant Private Residential tenancy agreement was never signed, it is clear that the sum of £500.00 was paid in contemplation of it being signed. It seems common sense therefore that the claim is within the jurisdiction of the Tribunal although the point is perhaps arguable.

[4] When the Application called for a Case Management Discussion (“CMD”) at 11.30 am on 22 April 2026, the Applicant was present together with her representative, Ms Hayward of CAB. The Respondent was neither present nor represented. There had been a previous CMD which had been continued on account of the non-attendance of the Applicant. The Applicant had submitted representations referencing the law of unjustified enrichment as the basis upon which the sum ought to be returned.

[5] The Respondent had previously confirmed that they had received the deposit but that that they did not intend to return it. They made reference to the Applicant having “wasted their time” in December 2024 about whether she was or was not going to sign the tenancy.

[6] The Tribunal had previously at the initial CMD expressed some doubts about the legitimacy of the Respondent retaining the £500.00. In the absence of clear contractual terms about the matter, the law of unjustified enrichment did indeed appear to oblige the funds to be returned to the Applicant if they were transferred for a purpose ultimately not fulfilled.

[7] The Tribunal therefore found the following facts to be established.

Findings in Fact.

1. The Applicant paid the Respondent the sum of £500.00 as a deposit for a tenancy agreement that was never signed or taken further.
2. There are no contractual terms which provide for the retention of the deposit.
3. The Respondent has refused to return the deposit.

Decision

[8] Having made the above findings in fact, the Tribunal therefore grants the Application and makes a Payment Order in favour of the Applicant against the Respondent in the sum of £500.00

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.

Andrew McLaughlin

22 April 2026

Legal Member/Chair

Date

