



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/25/0980

Re: Property at FLAT 21, 9 CEDAR COURT, GLASGOW, G20 7NT (“the Property”)

Parties:

Mr Abdul Munim, Flat 2/2, 12 Dyke Street, Baillieston, Glasgow, G69 6DX (“the Applicant”)

Mr Jamal Boutoubane, Sakenah Compound, Apartment 328, Muamar Ibn Al Aridh, 42314 Medinah, Saudi Arabia (“the Respondent”)

Tribunal Members:

Ms H Forbes (Legal Member) and Mr A Khan (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted in favour of the Applicant in the sum of £860.

Background

1. This application is made under Rule 111. The Applicant is seeking an order for payment in respect of a tenancy deposit of £300 and a further sum of £600 abatement of rent.
2. A Case Management Discussion (“CMD”) was scheduled to take place on 4th November 2025. Neither party was in attendance. A Direction was issued.
3. By email dated 10th December 2025, the Applicant responded to the Direction stating that he intended to continue with the application. An application for Service by Advertisement upon the Respondent was accepted.
4. The Tribunal also attempted service of the papers upon the Respondent by Sheriff Officer at a Glasgow address ostensibly associated with the Respondent without success.

5. The details of the application were advertised on the Service by Advertisement page of the website of the Tribunal from 16th January to 18th February 2026.
6. A CMD took place by telephone conference on 18th February 2026. The Applicant was in attendance. The Respondent was not in attendance. The application was continued to an evidential hearing to take place by telephone conference.
7. The details of the application were advertised on the Service by Advertisement page of the website of the Tribunal from 8th May to 9th June 2026.
8. Service of the application and notification of a hearing was made upon the Respondent personally by Fedex on 18th May 2026.
9. By email dated 23rd May 2026, the Applicant lodged productions.
10. On 8th June 2026, due to technical difficulties with the Housing and Property Chamber's telephone system, the hearing format was converted to a video conference.

The Hearing

11. A hearing took place by video conference on 9th June 2026. The Applicant was in attendance. The telephone system was operational, and the telephone conference line remained open throughout the hearing to enable the Respondent to join the conference. The Respondent did not join the conference.
12. The Tribunal considered the terms of Rule 29. The Tribunal determined that the requirements of Rule 24(1) had been satisfied, and it was appropriate to proceed with the hearing in the absence of the Respondent.
13. The Applicant explained the background to the application. He paid a deposit of £300 at the start of the tenancy, which commenced on 1st March 2022. The Applicant requested the return of the deposit at the end of the tenancy, which ended on or around 28th February 2025. Initially, the Respondent's agent said there was no deposit. The Applicant provided evidence of payment of the deposit, and the Respondent's agent then indicated that three issues required attention, namely a damaged window, an area that required cleaning, and a television belonging to the Respondent that the Applicant had sold. The Applicant repeatedly requested details of the sum to be retained from the deposit by the Respondent. These details were not provided, and no sum was returned to the Applicant. The Applicant said the Respondent may have concluded that the sum of £300 covered the issues, and that nothing was due to or by either party.

14. The Applicant said there was a television in his room belonging to the Respondent. When he took over the room, he purchased the antenna required for the television from the previous tenant. At the end of the tenancy, the Applicant became confused as to ownership of the television and sold it for £20 or £40 online. The Applicant said it was an old television that was not worth much. The antenna was left at the Property.
15. Responding to questions from the Tribunal, the Applicant said he believed the deposit should be returned to him as he did not receive any realistic proposal from the Respondent with specific figures.
16. The Applicant said he agreed to take a different room at a higher monthly rent when another tenant left. It was a slightly larger downstairs room with a bathroom that was supposed to be solely for his use. After a few months, one or two tenants from upstairs began to use the bathroom due to a problem with the upstairs bathroom. The Applicant understood the problem was to be addressed, and it would be a short-term situation. The situation persisted for around a year. It was the Applicant's position that the additional rent paid for the period should be returned to him as he did not get what he had contracted for. The Applicant said he mentioned this twice to the Respondent's agent, but nothing was done about it.
17. Responding to questions from the Tribunal as to why the Applicant had not deducted the sum of £50 from his monthly rent before making payment, the Applicant said he believed this would risk his tenancy. It had been difficult to secure accommodation, and he did not want to risk losing the tenancy.
18. The Applicant said he had not been aware of the legal position in respect of ending a tenancy. The Respondent had given him short notice of termination. The Respondent had not treated him properly. The Applicant said the Respondent should have dealt with the end-of-tenancy matters promptly. He was not satisfied with the Respondent's conduct. The Applicant said he has sent two messages to the Respondent regarding the application, but has received no response.

Findings in Fact and Law

19.
 - (i) Parties entered into a private residential tenancy agreement in respect of the Property which commenced on 1st March 2022 at a monthly rent of £550.
 - (ii) The Applicant paid a tenancy deposit of £300 to the Respondent at the start of the tenancy.

- (iii) Some months after the start of the tenancy, the Applicant agreed to take a slightly larger room with an adjacent private bathroom for his sole use at a rent of £600 per month.
- (iv) For a period of one year, the Applicant did not get sole use of the bathroom as contracted for.
- (v) The tenancy ended on or around 28th February 2025.
- (vi) At the end of the tenancy, the Applicant sold a television belonging to the Respondent.
- (vii) The Respondent did not return the tenancy deposit.
- (viii) The Applicant is entitled to recover the tenancy deposit.
- (ix) The Applicant is entitled to recover the sum of £50 for a period of 12 months during which time he did not get sole use of the bathroom as contracted for.

Reasons for Decision

- 20. The Respondent failed to return the tenancy deposit paid by the Applicant at the start of the tenancy. The Respondent failed to provide details of any deductions from the tenancy deposit.
- 21. The Applicant admitted selling the Respondent's television for the sum of around £20 to £40. The Tribunal determined the sum of £40 should be deducted from the tenancy deposit.
- 22. The parties contracted verbally that the Applicant would move to another room with sole use of a private bathroom for an additional sum of £50 per month. The Applicant did not get sole use of the private bathroom for a period of one year. The Applicant is entitled to an abatement of rent for this period.

Decision

- 23. An order for payment is granted in favour of the Applicant in the sum of £860.

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.

A large black rectangular redaction box covering the signature of the Legal Member/Chair.

Legal Member/Chair

9th June 2026
Date