



**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/25/0609

**Re: Property at 94 ALTYRE AVENUE, GLENROTHES, FIFE, KY74PY (“the
Property”)**

Parties:

**MISS ASWATHY MANALODIYIL RAMANKUTTY, 43 AUCHMUTY DRIVE,
GLENROTHES, FIFE, KY75NE (“the Applicant”)**

**MR VALENTIN GETOV, 29 QUEEN MARGARET DRIVE, GLENROTHES, FIFE,
KY74HR (“the Respondent”)**

Tribunal Members:

Hilary Macandrew (Legal Member) and Elaine Munroe (Ordinary Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) issued an order for payment in the sum of Seven Hundred and Fifty
Pounds (£750.00).**

1) Background

- 1.1 The Applicant is seeking a Civil Order for payment in respect of deposit of £750 retained by the Respondent after termination of the tenancy.
- 1.2 The tenancy started on 17 September 2024. The rent was £750 per month with a deposit of £750. The tenancy ended on 17 December 2024.
- 1.3 The application to the Tribunal was made by Form F and was accepted for determination by the Tribunal on 14 February 2025.

1.4 The Case Management Discussion (CMD) took place by tele conference on 4 August 2025. The Applicant was represented. The Respondent did not take part and was not represented. The issue for the Tribunal to consider in this application was identified as ; **Is the Applicant entitled or not to have her deposit paid at the start of the tenancy returned to her ?** A Hearing on this application was fixed to take place along with a continued case management discussion (CCMD) n the related Application FTS/HPC/PR/25/0613

1.5 A Direction was issued from the CMD whereby the Applicant was to provide (a) written confirmation as to whether an interpreter was required, (b) any further documentation with a list of any witnesses to be called at the Hearing (c) any representations in response to any documentation submitted by the Respondent in terms of the Direction to him. The Respondent was to provide (a) written representations on his position as regards the tenancy deposit paid by the Applicant in relation to this tenancy. If his position was that he was entitled to retain the deposit at the end of the tenancy he should set out the basis for this and submit any documentation or other evidence to support his position and (b) any further documentation with a list of witnesses to be called at the Hearing.

1.6 The Applicant lodged the following documents in advance of the hearing:-

- a) Private Residential Tenancy Agreement;
- b) Two sets of written representations;
- c) E Mails regarding the deposit;
- d) E Mail from her representative notifying she was ending the tenancy
- e) WhatsApp messages between the parties;
- f) A Revolut transfer confirmation for the deposit and rent;
- g) For the related Application information from the Tenancy Deposit schemes indicating that the Applicant's deposit was not protected;

1.7 The Respondent lodged the following documents in advance of the hearing:-

- a) A Response statement indicating that he was entitled to retain the deposit as the Applicant had not stayed in the tenancy for a full year

2) The Hearing

- 2.1 The hearing took place by tele conference on 24 August 2026 at 10am alongside the CCMD for the related Application. The Applicant took part. She did not require an interpreter. The Respondent did not take part and nor was he represented.
- 2.2 The Applicant sought a Civil Order for payment in the sum of £750 being the deposit retained by the Respondent. She made reference to the proof that the deposit had been paid in the sum of £750 as part of the Revolut payment vouched and in terms of the Tenancy Agreement. She acknowledged that she had terminated the tenancy within one year but none the less the deposit fell to be returned to her.
- 2.3 The Respondent's position could only be taken from his submission that he was entitled to retain the deposit as the tenancy had ended within one year of its commencement. The Respondent had not provided any legal basis for this.

3) The Decision and Reasons

- 3.1 The Tribunal made a Payment Order against the Respondent in the sum of seven hundred and fifty pounds (£750) being the amount of the deposit.
- 3.2 The Tribunal was satisfied from the submission made by the Applicant and vouching that the deposit had been paid in terms of the tenancy agreement and had not been returned. The Applicant was entitled to have the deposit repaid to her.
- 3.3 The Respondent had given no legal basis for retaining the deposit

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.



Legal Member H Macandrew

Date 24th August 2026