

Housing and Property Chamber
First-tier Tribunal for Scotland



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/26/1863

Re: Property at 1/2 93 Inglefield Street, Glasgow, G42 7PP (“the Property”)

Parties:

Mr Sam Jordan Berry, 91 Morningside Street, Glasgow, G33 2NA (“the Applicant”)

Ms Aimee Anne McKay, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Alastair Houston (Legal 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 of £700.00 be made in favour of the Applicant

1. Background

- 1.1 This is an application under rule 111 of the Chamber rules whereby the Applicant seeks an order for payment in respect of a tenancy deposit to which he says he is entitled to have returned. The application was accompanied by copies of the tenancy agreement, bank statements, a receipt for payment and messages between the parties. The application was conjoined with application reference FTS/HPC/PR/26/1865.
- 1.2 Service of the application was carried out by advertisement. A copy of the papers were also emailed to the Respondent. The Respondent contacted the Tribunal in response to query the nature of the application, however, no written representations were received from her in advance of the Case Management Discussion.

2. The Case Management Discussion

- 2.1 The Case Management Discussion took place on 22 September 2026 by teleconference in conjunction with that for application reference FTS/HPC/PR/26/1865. The Applicant attended personally. The Respondent was neither present nor represented.
- 2.2 The Applicant confirmed that both the application was insisted upon. Given service had taken place by advertisement which had been acknowledged by the Respondent, the Tribunal considered it appropriate to proceed in her absence as permitted by rule 29 of the Chamber rules.
- 2.3 The Applicant confirmed that the tenancy began on 27 February 2026 and continued until 9 April 2026, having been terminated at his instigation. He paid £650.00 rent per calendar month for one bedroom in the Property, sharing a kitchen and bathroom with two other tenants. He paid a deposit of £700.00 on 9 February 2026. The deposit had not been lodged with a third party scheme and the Respondent had not responded to his messages enquiring about its return. It had not been protected at all and he had been caused financial stress due to it not having been returned.

3. Reasons For Decision

- 3.1 The Applicant paid a deposit of £700.00 in connection with the tenancy at the Property. The relevant clauses in the tenancy agreement relating to the deposit are in the following terms:-

23. At the start date of the tenancy or before, a deposit of £700.00 will be paid by the Tenant to the Landlord. The Landlord will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit.

24. No interest shall be paid by the Landlord to the Tenant for the deposit.

25. By law, the deposit amount cannot exceed the equivalent of two months' Rent and cannot include any premiums. For example, charging for an administration fee or taking a holding fee (regardless of whether or not the holding fee is refundable).

26. Where it is provided in this Agreement that the Tenant is responsible for a particular cost or to do any particular thing and the Tenant fails to meet that cost, or the Landlord carries out work or performs any other obligation for which the Tenant is responsible, the Landlord can apply for reasonable costs to be deducted from any deposit paid by the Tenant.

27. This would include cases where a tenant has not paid all of the Rent payable, any amount in respect of one-off services, or unpaid utility bills, or a sum in relation to breakages or cleaning.

- 3.2 In the absence of any representations by the Respondent as to any "reasonable costs" incurred by her entitling the withholding of the deposit,

the Tribunal concludes that the Applicant is entitled to its return. Accordingly, an order for payment of £700.00 has been made.

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/Chair

Alastair Houston

22 September 2026

Date