



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014**

**Chamber Ref: FTS/HPC/CV/23/0220**

**Re: Property at Flat B, 11 Lenzie Way, Glasgow, G21 3TB (“the Property”)**

**Parties:**

**Mr Vijay Mathur, Mr Kunal Verma, Mr Habibulla Abdul Mr Viren Singh Rathore, all 24 Lenzie Place, Glasgow, G21 3TZ (“the Applicants”)**

**Mr Wang Chi Royal Lee, 30 Bracken Street, Glasgow, G22 6LY (“the Respondent”)**

**Tribunal Members:**

**George Clark (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be determined without a Hearing and refused the application.**

**Background**

1. By application, received by the Tribunal on 24 January 2023, the Applicants sought an Order for Payment against the Respondent. The sum sought was £2,000.
2. The application was accompanied by a copy of a Tenancy Agreement between the Parties, commencing on 24 September 2022 at a rent of £1,500 per month, with a deposit of £2,000.
3. The Applicants stated that the tenancy had ended on 23 December 2022, but the Respondent had failed to return their deposit of £2,000.
4. On 10 March 2023, the Tribunal advised the Parties of the date and time of a Case Management Discussion and the Respondent was invited to make written representations by 31 March 2023.

5. On 31 March 2023, the Respondent made written representations to the Tribunal. He contended that the Applicants had caused damage to the Property and provided a spreadsheet listing various alleged items of disrepair and the costs incurred by him in remedying them. He also advised the Tribunal that the Applicants had vacated the Property on 23 December 2022 without giving him the required 28 days' notice.
6. In relation to separate proceedings before the Tribunal, it had become apparent that the Respondent had lodged £1,500 of the deposit with an approved tenancy deposit scheme, namely LPS Scotland, and that the full amount had been paid to the Respondent at the end of the tenancy, but that, through the fault of the Respondent, the Applicants had been denied an opportunity to contest the Respondent's claim in relation to damage allegedly caused by them.

### **Case Management Discussion**

7. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 19 April 2023. The Applicants, Messrs Mathur, Verma and Rathore, and the Respondent were present.
8. The Parties did not provide any information that was not already contained within their written submissions, but the Applicants confirmed that, whilst they would, given the opportunity, have contested many of the claims made by the Respondent regarding repairs, they accepted that they would have been responsible for the costs of repairing/replacing various door handles.

### **Reasons for Decision**

9. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 states that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to enable it to determine the application without a Hearing.
10. The Tenancy Agreement bears to be a Short Assured Tenancy for a fixed term, but, as it was entered into after the coming into force of the Private Housing (Tenancies) (Scotland) Act 2016, it is a Private Residential Tenancy and, as such, can be terminated by the Applicants at any time, on giving 28 days' written notice to the Respondent. The Applicants failed to give such written notice. Accordingly, the Respondent would have been entitled to claim 28 days' rent from the deposit, a sum of approximately £1,400.
11. The amount which the Respondent had claimed were due to him by way of remedying repairs to damage caused by the Applicants was £2,301.50. The Tribunal had found that they would have been liable for 28 days' rent and they had acknowledged responsibility for the repair/replacement of several door handles, the cost of which, according to the Respondent's spreadsheet, was £240. Beyond that, the Tribunal was not prepared to speculate on what proportion of the Respondent's claim might have been justified and was not

prepared to re-assess the Respondent's claim, which had already been considered by LPS Scotland, with whom £1,500 of the deposit had been lodged. The Tribunal recognised that the Applicants had not been given the opportunity to participate in the adjudication by LPS Scotland, but decided that, in all the circumstances, granting the application would, of necessity, involve speculation on the part of the Tribunal and that, accordingly the application must be refused.

## **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.**

George Clark

---

**Legal Member/Chair**

**19 April 2023**

**Date**