



**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/20/2172**

**Re: Property at 1/2 1108 Argyle Street, Glasgow, G3 8TD (“the Property”)**

**Parties:**

**Ms Hannah Foster-Rain, Ms Rhona MacKintosh, Ms Laura Pollock, Flat 3, 537  
Sauchiehall Street, Glasgow, G3 7PQ (“the Applicant”)**

**Mr Ajitpal Dhillon, 9 Whittingehame Gardens, Glasgow, G12 0AA (“the  
Respondent”)**

**Tribunal Members:**

**Andrew Upton (Legal Member) and Mary Lyden (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Respondent is liable to make payment to the  
Applicants in the total sum of TEN POUNDS (£10.00) STERLING**

**FINDINGS IN FACT**

1. The Applicants were the tenants, and the Respondent the landlord, of a Private Residential Tenancy which commenced in June 2019.
2. On or around 28 May 2019, in advance of the commencement of the tenancy, the Applicants made payment of a tenancy deposit of £1,395 to the Respondent (“the Deposit”).
3. The Respondent agreed to half the rent payable by the Applicants from April 2020.
4. In or around May 2019, Miss Pollock and Miss MacKintosh signed an HMO Exemption form asserting that they were in a relationship with one another.
5. In or around April 2020, the Applicants made payment to the Respondent in the sum of £600 towards rent.
6. In or around May 2020, the Applicants made payment to the Respondent in the sum of £600 towards rent.

7. In or around June 2020, the Applicants made payment to the Respondent in the sum of £700 towards rent.
8. In March 2020, the Applicants all became unemployed and resolved to move home with family to see out the national lockdown.
9. On 26 March 2020, Miss Foster-Rain sent a text message to the Respondent to give notice to leave the property on behalf of all of the Applicants, but also indicating a willingness to negotiate better terms to keep the tenancy.
10. On 30 March 2020, the Respondent offered to reduce the rent to half, being £697.50. The offer was, in reality, an offer to accept payment of half rent in full satisfaction of the full rent payment obligations in the tenancy agreement for an undefined period of time. It was a temporary offer which he was entitled to terminate at any time by giving notice.
11. On 1 April 2020, the Applicants accepted the Respondent's offer. Separately, they asked if the Respondent would reduce the rent to £600 per month until August 2020. The Respondent did not agree to this further proposal.
12. In May 2020, the Respondent realised that the Applicants had only paid £600 in April 2020 and £600 in May 2020, instead of £697.50. On 29 May 2020, the Respondent sent a text message to the Applicants terminating the agreement to accept half rent in full satisfaction of the rent payment obligations in the tenancy agreement. As such, the rent for June 2020 was £1,395 as normal.
13. At about the same time, the Respondent made a telephone call to the Applicants. He shouted at them, and was generally aggressive on the telephone.
14. As a consequence of the rent going back to the full contractual amount and having received the aggressive telephone call from the Respondent, the Applicants determined that they no longer wished to rent from the Respondent. In June 2020, they sourced alternative accommodation and gave Notice to Leave to the Respondent.
15. The Applicants left the Property on 5 July 2020 because it suited them to do so; not because of the Respondent's behaviour.
16. For the period 1 April 2020 until 11 July 2020, the Applicants were liable to make payment to the Respondent in rent totalling £3,285, being £697.50 in April and May, £1,395 in June and £495 in July.
17. During the period 1 April 2020 until 11 July 2020, the Applicants made payment to the Respondent in the total sum of £1,900, being £600 in April, £600 in May and £700 in June.

## **FINDINGS IN FACT AND LAW**

1. By text message exchange between the Applicants and the Respondent dated 26 and 30 March and 1 April, all dated 2020, the Respondent agreed to accept payment of £697.50 per month in full satisfaction of the Applicants' obligations under the tenancy agreement.
2. The reduced rent agreement was terminable by the Respondent at any time.
3. By text message on 29 May 2020, the Respondent terminated the reduced rent agreement, with full rent payable from 1 June 2020.
4. At the end of the tenancy, the Applicants were in arrears of £1,385, which fall to be deducted from the deposit of £1,395.
5. The Respondent is under contractual obligation to make payment of the total sum of £10 to the Applicants, being the balance of the tenancy deposit.

## STATEMENT OF REASONS

1. This is an application for repayment of a tenancy deposit withheld at the end of a tenancy by the Respondent. This application previously called for a Case Management Discussion on 1 December 2020, at which time the following matters were agreed by the parties:-
  - a. The Applicants were the tenants, and the Respondent the landlord, of a Private Residential Tenancy which commenced in June 2019.
  - b. On or around 28 May 2019, in advance of the commencement of the tenancy, the Applicants made payment of a tenancy deposit of £1,395 to the Respondent (“the Deposit”).
  - c. The Respondent did not lodge, and has not lodged, the Deposit at any of the approved tenancy deposit schemes.
  - d. The Respondent agreed to half the rent payable by the Applicants from April 2020.
  - e. In or around May 2019, Miss Pollock and Miss MacKintosh signed an HMO Exemption form asserting that they were in a relationship with one another.
  - f. In or around April 2020, the Applicants made payment to the Respondent in the sum of £600 towards rent.
  - g. In or around May 2020, the Applicants made payment to the Respondent in the sum of £600 towards rent.
  - h. In or around June 2020, the Applicants made payment to the Respondent in the sum of £700 towards rent.
2. At the CMD on 1 December 2020, the Applicants indicated their intention to lead evidence from four witnesses: (i) Rhona MacKintosh; (ii) Laura Pollock; (iii) Beth Cowan; and (iv) Olivia Rae. The Respondent indicated that he intended to give evidence, and that he may also lead evidence from his solicitor. Neither party could confirm that they would not have other witnesses.
3. On 1 December 2020, the Tribunal issued a direction that lists of witnesses should be lodged and intimated by 15 December 2020, any documents to be relied upon by either party should be lodged and intimated by 22 December 2020, and that written witness statements should be lodged and intimated no later than 14 days prior to the Hearing that was to be fixed. A Hearing was fixed for 1 February 2021. Neither party complied with the Direction.
4. On 28 January 2021, the Applicants sought to lodge late documents in support of their application. On 29 January 2021, the Applicants sought to lodge a late list of witnesses. On 29 January 2021, the Respondent sought to lodge late documents in support of his defence.
5. The Application called on 1 February 2021 for its Hearing by teleconference call, together with the related application PR/20/1945, in terms of which the Applicants sought to have the Respondent sanctioned for failure to comply with the Tenancy Deposit Schemes (Scotland) Regulations 2011. The Applicants were represented by Mr McLean. The Respondent was initially

represented by Mr Fielding, solicitor, but during the course of the Hearing he and Mr Fielding determined that he should continue with the Hearing without Mr Fielding's representation.

#### Preliminary Matters

6. Prior to carrying on with the business of the Hearing, the Tribunal required to determine what should happen with the late productions and late list of witnesses. The Applicants offered no good explanation for the late lodging of those documents. Mr McLean conceded that he had not read the Direction until it was already too late. The List of Witnesses consisted of four named individuals: Miss MacKintosh and Miss Pollock (as previously indicated), as well as a Mrs Weiss and Mr Castillo who had not previously been referred to. The documents sought to be lodged consisted predominantly of letters from two of the Applicants (Miss MacKintosh and Miss Pollock) as well as from a number of allegedly former tenants of the Respondent, including the aforementioned Mrs Weiss and Mr Castillo.
7. The Respondent's documents consisted primarily of pro forma questionnaires allegedly completed by his tenants and screenshots of the Facebook pages of Miss MacKintosh and Miss Pollock. He did not propose to lead any evidence from the tenants who had allegedly completed the forms. He explained that he had tested positive for Covid-19, and that his recovery was continuing.
8. When making any decision, the Tribunal requires to have regard to the overriding objection in Rule 2(1) of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure to "deal with proceedings justly". In terms of Rule 2(2):-  
  
“(2) Dealing with the proceedings justly includes—
  - (a) dealing with the proceedings in a manner which is proportionate to the complexity of the issues and the resources of the parties;
  - (b) seeking informality and flexibility in proceedings;
  - (c) ensuring, so far as practicable, that the parties are on equal footing procedurally and are able to participate fully in the proceedings, including assisting any party in the presentation of the party's case without advocating the course they should take;
  - (d) using the special expertise of the First-tier Tribunal effectively; and
  - (e) avoiding delay, so far as compatible with the proper consideration of the issues.”
9. Having regard to the overriding objective, the Tribunal determined that it would be unfairly prejudicial to allow the Applicants to lead evidence from Mrs Weiss and Mr Castillo. The Respondent had no prior notice that it was intended to call either of those individuals as witnesses and could not have been expected to prepare for them. Accordingly, the Tribunal determined that the List of Witnesses be allowed only insofar as naming Miss MacKintosh and Miss Pollock as witnesses.

10. The Tribunal determined that the documents sought to be lodged late by the Applicants should be allowed to be received. They were principally letters allegedly prepared by individuals who were not going to give evidence in the proceedings and were not available for cross-examination. Accordingly, their evidence was of little (if any) evidential value, and could not be said to prejudice the Respondent.
11. The Tribunal also determined that the documents sought to be lodged late by the Respondent should be allowed to be received. The authors of the pro forma questionnaires were not going to be giving evidence, so the forms were of little (if any) evidential value. The screenshots were of the Applicants' own public Facebook pages, and the Tribunal felt that there was no prejudice to them in their production. In any event, Mr McLean very helpfully confirmed that he was ready to deal with the Respondent's late productions, and there was therefore no prejudice to the Applicants in their being allowed.
12. Having determined the preliminary matters, the Tribunal turned to the substance of the Hearing.

### Evidence

#### *Rhona Isabel MacKintosh*

13. Miss MacKintosh confirmed that she was the co-author of the two letters from her and Laura Pollock which were contained in the bundle of documents lodged on 28 January 2021. She adopted the contents of those letters as her evidence.
14. Miss MacKintosh advised that she is a student at the University of Glasgow studying medicine. In March 2020, as a consequence of the coronavirus pandemic, she and her co-Applicants had lost their employment. They all moved home for the national "lockdown", which the Tribunal understood to mean the restrictions on movement implemented by the emergency public health legislation and guidance by the Scottish Government.
15. Miss MacKintosh spoke to an exchange of text messages between the Applicants and the Respondent at the end of March 2020. On 26 March 2020, a text message was sent by Hannah Foster-Rain on behalf of all of the Applicants to the Respondent to give notice to leave. In that message, Miss Foster-Rain stated, "This is a difficult situation for us all and we were hoping to keep the flat, but it's just not feasible given the current situation. Thanks for your understanding and let us know if we can come to any other arrangement."
16. On 30 March 2020, the Respondent replied to that message saying "How does half rent sound". Miss Foster-Rain replied asking "For how long?", to which the Respondent replied "Until this stuff is sorted". Miss MacKintosh said that she believed this to mean until the pandemic was over.

17. On 1 April 2020, Miss MacKintosh sent a text message to the Respondent accepting the half rent offer previously made, and asking "Would you take £600/month until August?". The Respondent replied "We would have see how we get on". Miss MacKintosh asked "What do you mean?", but got no response.
18. Miss MacKintosh said that the Applicants thereafter paid £600 to the Respondent in April 2020, and a further £600 in May 2020. Miss MacKintosh said that the Respondent had not objected to receipt of those payments. Miss MacKintosh was asked by the Tribunal why they had paid £600 when half rent would have been £697.50. Miss MacKintosh said that they had sought clarification of the payment due and had not received any.
19. On 29 May 2020, Miss MacKintosh received a text message from the Respondent enquiring why the Applicants had only paid £600 for rent in May, and stating that he would need the full rent for June. The Applicants subsequently paid £700 in June. It was Miss MacKintosh's view that the Respondent was not entitled to demand full rent for June. He had made an agreement to reduce the rent to half, and two days was too short notice. It would, in her view, be unfair to find that the Respondent was entitled to put the rent back up. Whilst the Respondent had referred to the availability of Government funding to assist tenants during the pandemic, the Applicants did not qualify for that funding because they were students.
20. On 12 June 2020 the Applicants gave Notice to Leave the Property on 11 July 2020. Miss MacKintosh then spoke to the Respondent behaving in an aggressive manner towards the Applicants. She spoke to the Respondent having entered the property using his own key on three occasions during the tenancy without knocking or announcing himself. She said that the Respondent had shouted at the Applicants, and had made threatening phone calls to them. She spoke to the Applicants having felt unsafe and having been left in tears. She also said that this was not an isolated incident, and spoke to having witnessed the Respondent behave aggressively to the owner of the laundrette business beneath the property after the washing machine in the property had flooded the laundrette.
21. Miss MacKintosh stated that, as a consequence of the Respondent's behaviour, the Applicants removed from the property on 5 July 2020. She said that the Respondent had threatened to keep the Applicants' deposit. The Applicants were afraid of the Respondent. They could not stay the additional week because of that fear. Accordingly, it was her position that they should not be liable for the rent for the period 5-11 July 2020.
22. Miss MacKintosh spoke to the Respondent's breach of the 2011 Regulations not being an isolated incident. She said that she had spoken to other former tenants of the property, who had advised that the Respondent had not lodged their deposits either. They included Beth Cowan and Olivia Rae. In respect of Beth Cowan, Miss MacKintosh said that she had been contacted by Beth Cowan after the CMD on 1 December 2020 and told that the Respondent had

called her and shouted at her to retract her witness statement. Miss MacKintosh stated that Miss Cowan had told her that she would not give evidence because she was afraid of the Respondent.

23. In cross-examination, Miss MacKintosh was asked why the Applicants had changed their minds about staying in the property, and her position was that the relationship had broken down. It was put to her that she was lying and exaggerating issues experienced during her tenancy to gain a windfall from the 2011 Regulations, which she denied. She was asked how she and Miss Pollock were able to afford full rent at another property when they could not afford full rent at the Property. Miss MacKintosh spoke to having found new employment in April 2020, but not receiving her first wage until six weeks thereafter. She and Miss Pollock were now sharing the new property with a different flatmate. She spoke of needing to move from the Property because she did not feel like she could continue to live in the Respondent's property. The Respondent put it to Miss MacKintosh that she had lied about being in a relationship with Miss Pollock in order to get around the House in Multiple Occupancy legislation and that the Tribunal should not believe her evidence as a consequence. Miss MacKintosh denied that she had lied. She was asked about a Jack Capener, who she described as a friend of Miss Pollock.

*Laura Anne Pollock*

24. Miss Pollock also adopted the terms of the letters that she co-authored with Miss MacKintosh. She spoke to being a history student at the University of Glasgow, and having recently commenced employment as a barista.
25. Miss Pollock spoke to having spoken with other tenants of the Respondent whose deposits had not been lodged in an approved Tenancy Deposit Scheme. She spoke to having contacted the Respondent on 13 and 14 June 2019 to enquire about which Scheme the Applicants' deposit had been lodged with, and to the Respondent having responded with an aggressive telephone call that had left Miss MacKintosh in tears.
26. Miss Pollock confirmed that she had lost her job in March 2020 and moved to Edinburgh to stay with family during the lockdown. She moved back to Glasgow in June 2020 when the lockdown measures were eased and property moves were allowed again.
27. Miss Pollock spoke to there having been an agreement between the Applicants and the Respondent that the rent would be halved. She spoke to the payments of £600 having not been objected to by the Respondent until after they had both been paid. Her position was that it was not a term of the agreement to reduce the rent that the Applicants would stay in the Property long-term.
28. Miss Pollock also spoke to the Respondent's aggressive behaviour and that being the principal reason for the Applicants leaving the property. She spoke to the Respondent having let himself into the property on three occasions: once between July and September 2019 to get a ladder from the cupboard;

once on or around 26 September 2019 whilst the Applicants were baking in the kitchen; and once on or around 3 July 2020. Miss Pollock said that she was afraid of the Respondent. On 5 July 2020 she attended the property early with her father to drop off her keys and give the Property a final clean. She did so to avoid meeting him altogether and to avoid the risk of being alone with him.

29. Miss Pollock was asked about her relationships with Miss MacKintosh and Mr Capener, and she gave further detail about the relationship.
30. Miss Pollock spoke to the financial hardship that she had suffered and continued to suffer as a consequence of the Respondent withholding the deposit. She spoke to having borrowed significant sums from her family to pay rent and other debts.
31. In cross-examination, the Respondent highlighted contradictions in Miss Pollock's evidence about the condition of the washing machine; specifically that she had said in her written statement that it had not worked for four months and then said during her evidence in chief that it had not worked for six months. He put it to her that she was exaggerating the issues that the Applicants had experienced to try to show the Respondent in a bad light. Miss Pollock denied that. The Respondent put it to Miss Pollock that, if his behaviour had been so aggressive and placed the Applicants in a state of fear, then they would have said so in the "Notice to Leave" text message exchange in March 2020. Miss Pollock answered that, at the time, the principal reason for giving notice was financial, but said that this did not mean that the Applicants were happy with the Respondent's behaviour. Miss Pollock accepted that the Respondent had his own liabilities in respect of the Property, and that the Respondent had no obligation to reduce the rent payable by the Applicants. Mr Dhillon put it to Miss Pollock that the Applicants never intended to return to the Property, and that by June 2020 they had already begun looking for new properties. Miss Pollock stated that the Applicants had intended to return to the Property, but that by June 2020 they no longer wished to live there.

*Ross Fielding*

32. Mr Fielding is the Respondent's solicitor. During the course of the Hearing, he advised that there had been a misunderstanding between him and his client regarding the purpose of the Hearing and what his involvement would be. Mr Fielding had other commitments and was unable to stay on the teleconference. However, he confirmed that the letting agent arm of his firm's offering had been instructed by the Respondent in respect of his entire portfolio of properties for the academic year 2020/21. Accordingly, Mr Fielding's firm was now handling the payment of tenancy deposits into approved schemes. Mr Fielding then left the Hearing. The Applicants did not have an opportunity to cross-examine him.

*Ajitpal Dhillon*



33. Mr Dhillon advised that the allegations made against him were taken out of context, being misconstrued, and that the Applicants were displaying disregard for the truth. He described them as opportunistic, and claimed that they were trying to “milk the system”. He said that he had been a good landlord for over twenty years. He had lots of happy tenants, and had offered good terms to the Applicants when the pandemic was causing difficulties.
34. Mr Dhillon admitted, with the benefit of hindsight, that he could have improved his tone when speaking with his tenants. He accepted that he had on one occasion lost his temper during a telephone call with the Applicants in late May 2020 after he had discovered the underpayment of rent, for which he apologised.
35. He explained that the original offer of half rent was intended for the period until the end of lockdown, which is what he meant by “Until this stuff is sorted” in his text message of 30 March 2020. Lockdown was lifted in June 2020, and he was therefore entitled to raise the rent back to the full sum. Separately, when making the agreement to half the rent, he understood that his doing so would result in the Applicants remaining in the property long term. He spoke to the Applicants having said at the outset of the tenancy that they were looking for somewhere to stay for two to three years. He thought that reducing the rent would allow that to happen. As it was, that agreement to half the rent was vitiated by the Applicant’s conduct in failing to pay the agreed reduced rent in April and May 2020.
36. The Respondent spoke to having previously instructed a letting agent, Regency Properties, to assist him with his portfolio, but to the papers being messed up. He explained that this was why the Applicants’ deposit had not been lodged in an approved scheme. The Respondent spoke to his concern upon discovering the oversight. When asked why he did not lodge the deposit in a scheme when he discovered it, he replied that he did not see the point; it was already late and the Applicants had already indicated that they would make a claim.
37. Mr Dhillon spoke to what he felt was harassment from the Applicants, including Mr McLean having attended at his property posing as a delivery man. Mr Dhillon did not elaborate on that event.
38. Mr Dhillon spoke to having a portfolio of 15 properties and being involved in the management of other properties. He spoke of letting properties in partnership with his father. The properties were located across Glasgow. He spoke to Mr Fielding being instructed to assist him with the letting of his properties, and the deposits being attended to with the benefit of professional advice. This had been the case since June/July 2020. Mr Dhillon spoke to having learned lessons on the back of his dispute with the Applicants.
39. Mr Dhillon stated that the Applicants had actually been good tenants until this issue arose. The Property was kept in good condition. He apologised again

for shouting at them on the telephone, and explained that he had been under considerable stress at the time.

40. Mr Dhillon said that he wanted this situation to be settled fairly, but indicated that sanction of three times the deposit was just not feasible. He also admitted that he had contacted Beth Cowan following the CMD on 1 December 2020, and had been told by her that she had not written the statement produced by the Applicants.
41. Under cross-examination, it was put to Mr Dhillon that the Applicants had made two offers to resolve these applications outwith the Tribunal and that this demonstrated that they had behaved reasonably. Mr Dhillon's position was that the offers made were not reasonable.
42. Mr Dhillon conceded that there was no express agreement with the Applicants that they would stay long-term if the rent was halved by him.
43. Mr Dhillon was asked why he had contacted Beth Cowan, and he advised that he had called both Beth Cowan and Olivia Rae because he was disappointed that they had given statements in the terms that they had. They had both replied that they had not written the statements.
44. When asked whether he accepted that his behaviour could have been perceived as aggressive, Mr Dhillon accepted that he had behaved poorly on a telephone call, but described the other accusations as an unjustified character assassination. He also denied having ever entered the Property unannounced.
45. Finally, Mr Dhillon insisted that the failure to lodge the tenancy deposit of the Applicants was an isolated incident. Mr McLean then took Mr Dhillon through the letters lodged by the Applicants that purported to be from Mrs Weiss, Mr Castillo, Miss Cowan, Miss Rae and Eilidh McCallum. Thereafter, Mr Dhillon conceded that this was not an isolated incident. His position was that mistakes had been made, but measures had been put in place to stop them happening again.

### Submissions

#### *Applicants*

46. For the Applicants, Mr McLean submitted that the agreement to reduce rent by half was open ended. It was not limited to any particular period, and had no conditions attached to it. It was binding on the Respondent, who could not unilaterally put the rent back up, or retrospectively claim full rent for April and May 2020. Separately, the evidence suggested that the Respondent had behaved aggressively and that the Applicants were within their rights to remove early from the Property. They should not be found liable in rent for the period 5-11 July 2020 as a consequence.

*Respondent*

47. The Respondent's position was that the Applicants' conduct had vitiated the agreement to reduce the rent. As such, full rent was payable for the months of April, May and June 2020, and pro rata for July 2020. The arrears were therefore in excess of the tenancy deposit, and the application for repayment of the deposit should be refused.

Decision

48. Firstly, the Tribunal accepts the evidence of Ross Fielding as being credible and reliable. We accept that his firm has been instructed to act as letting agent for the Respondent, including in the management of lodging tenancy deposits.
49. Regarding the evidence of the remaining witnesses, it was the Tribunal's view that none of them gave a wholly truthful account of what happened. The Applicants' evidence came across as rehearsed. There was a lack of specific detail regarding the incidents of aggressive behaviour that they founded upon as the basis to remove from the property early which gave the impression that the incidents referred to were exaggerated, and that the Respondents did not truly feel unsafe with the Respondent. Meanwhile, the Respondent repeatedly made untrue assertions regarding his history of compliance with the 2011 Regulations until he ultimately accepted that he had previously breached Regulation 3 in respect of other tenants.
50. Against that background, the Tribunal had to assess the evidence and determine what had actually happened here, on the balance of probabilities. Accordingly, having heard the evidence and taken the self-interested presentations of the parties into account, we reached the following conclusions:-
- a. In March 2020, the Applicants all became unemployed and resolved to move home with family to see out the national lockdown.
  - b. On 26 March 2020, Miss Foster-Rain sent a text message to the Respondent to give notice to leave the property on behalf of all of the Applicants, but also indicating a willingness to negotiate better terms to keep the tenancy.
  - c. On 30 March 2020, the Respondent offered to reduce the rent to half, being £697.50. The offer was, in reality, an offer to accept payment of half rent in full satisfaction of the full rent payment obligations in the tenancy agreement for an undefined period of time. It was a temporary offer which he was entitled to terminate at any time by giving notice.
  - d. On 1 April 2020, the Applicants accepted the Respondent's offer. Separately, they asked if the Respondent would reduce the rent to £600 per month until August 2020. The Respondent did not agree to this further proposal.

- e. In May 2020, the Respondent realised that the Applicants had only paid £600 in April 2020 and £600 in May 2020, instead of £697.50. On 29 May 2020, the Respondent sent a text message to the Applicants terminating the agreement to accept half rent in full satisfaction of the rent payment obligations in the tenancy agreement. As such, the rent for June 2020 was £1,395 as normal.
  - f. At about the same time, the Respondent made a telephone call to the Applicants. He shouted at them, and was generally aggressive on the telephone.
  - g. As a consequence of the rent going back to the full contractual amount and having received the aggressive telephone call from the Respondent, the Applicants determined that they no longer wished to rent from the Respondent. In June 2020, they sourced alternative accommodation and gave Notice to Leave to the Respondent.
  - h. The Applicants left the Property on 5 July 2020 because it suited them to do so; not because of the Respondent's behaviour.
51. Against that background, the Tribunal considers that for the period 1 April 2020 until 11 July 2020, the Applicants were liable to make payment to the Respondent in rent totalling £3,285, being £697.50 in April and May, £1,395 in June and £495 in July. During the period 1 April 2020 until 11 July 2020, the Applicants made payment to the Respondent in the total sum of £1,900, being £600 in April, £600 in May and £700 in June. At the end of the tenancy, the Applicants were therefore in arrears of £1,385, which fall to be deducted from the deposit of £1,395. Accordingly, the amount of deposit which requires to be returned to the Applicants by the Respondent is £10.

### **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 Upton**

**1 February**

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**Legal Member/Chair**

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**Date**