



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the 2011 Regulations”)

Chamber Ref: FTS/HPC/PR/18/1350

Re: Property at 142 Cumberland Street, Flat 3/2, Glasgow, G5 0SH (“the Property”)

Parties:

Miss Liga Dimante, 2/3 24 Rathlin Street, Glasgow, G51 3AT (“the Applicant”)

Mrs Michelle Newton, 4 Gartloch Court, Glasgow, G69 8FG (“the Respondent”)

Tribunal Members:

Richard Mill (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant did not pay any deposit to the Respondent in respect of the tenancy agreement between the parties and accordingly she is not entitled to the remedies available in terms of the 2011 Regulations. The Application is dismissed.

Reasons

Reference is made to the Notes from the Case Management Discussion held on 27 September 2018.

Findings in Fact

1. The Applicant moved into the Property in terms of a verbal agreement reached with an unknown other female in or about December 2016. No lease agreement was entered into with the Respondent at that time. No sub-lease agreement or other written contract was entered into between the Applicant and the female she made the arrangement with to move into the property or the other occupier of the Property who was Kamilia

Korytowska. No assignation of the originating lease or assignation of the former tenant's rights and obligations was created.

2. The Applicant did not pay any deposit nor any rental payments to the Respondent throughout the entire time she occupied the Property which was between December 2016 and March 2017. She paid an initial sum of around £300 representing a deposit and subsequent payments representing monthly rent to the other occupier of the property Kamilia Korytowska.
3. Kamilia Korytowska was one of 2 named joint tenants who had taken up occupation of the Property in 2014 in terms of a formal lease with the Respondent. Following some 3 months occupation of the Property by the Applicant - on 22 February 2017 - a new lease was entered into between the Respondent and Kamilia Korytowska jointly.

Reasons for Decision

The Tribunal had the benefit of the documentary evidence available and had read this in full before the hearing commenced. The Applicant and the Respondent were both personally present and it was not suggested that any other oral witnesses would be relied upon.

The Tribunal made further inquiry with both parties in order to make relevant Findings - in – Fact which are set out in this Decision and which form the basis for the Decision to dismiss the application. The relevant background facts are not in dispute between the Parties. Both Parties had the opportunity of giving evidence and making submissions.

The hearing was assigned as a further Case Management Discussion. The Tribunal has the power to do anything at such hearing as it would at a final hearing. The Tribunal had sufficient evidence to fairly determine the dispute between the Parties. The fixing of a further hearing was not necessary.

The Applicant did not ever make any deposit payment to the Respondent. She cannot therefore benefit from the protection of the 2011 Regulations and remedies which are available.

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.

Richard Mill

Legal Member/Chair

1 November 2018