



**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/19/3151

Re: Property at 69 Cartmore Road, Lochgelly, Fife, KY5 9PA (“the Property”)

Parties:

**Mr Jordan Allen, Mrs Nicole Allen, 24 Loanhead Avenue, Lochore, Fife, KY5
8DB (“the Applicant”)**

**Ms Ann Belton, 90 Auchterderran Road, Lochgelly, Fife, KY5 9DJ (“the
Respondent”)**

Tribunal Members:

Graham Harding (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the Applicants were entitled to an order for
payment by the Respondent in the sum of £268.00.**

Background

1. By application received on 7 October 2019 the Applicants applied to the Tribunal for an order for payment of £475.00 being the return of the deposit allegedly paid to the Respondent at the commencement of their lease of the property. The Applicants provided the Tribunal with a copy of a bank statement showing a cash withdrawal for the first month’s rent and the deposit in the total sum of £950.00.
2. By Notice of Acceptance dated 8 October 2019 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion was assigned.

3. Intimation of the Case Management discussion was sent to the Applicants by Recorded Delivery post on 10 October 2019 and given to the Respondent by Sheriff Officers on 11 October 2019.
4. The Respondent submitted written representations to the Applicants by correspondence dated 13 October 2019.
5. The Applicants submitted further written submissions to the Tribunal by email dated 5 November 2019.

The Case Management Discussion

6. A Case Management Discussion was held at Fife Voluntary Action, 16 East Fergus Place, Kirkcaldy on 6 November 2019. Both parties were in attendance. The Applicants were supported by Mr Paul Clemin and the Respondent was supported by Mr Tony Schiavone.
7. It was agreed by the parties that the Applicants had paid a deposit of £475.00 at the commencement of the tenancy in February 2011.
8. Mrs Allen confirmed that although the Applicants were seeking the return of the full deposit of £475.00 as they had been advised by Shelter that they were entitled to ask for this they were due the Respondent £150.00 in rent. Mrs Allen also confirmed that the Respondent was entitled to payment for one blind that had been damaged by the family cat. After some discussion as to the cost of that blind it was agreed between the parties that the replacement cost was £57.00.
9. There was discussion as to whether the Applicants should be liable for the cost of replacing the other blinds in the property that were replaced by the Respondents. The Respondent confirmed that she had been prepared to return £145.00 to the Applicants from their deposit and that offer remained.
10. Following some further discussion regarding what had happened to the remaining blinds that had been stored in the attic of the property. The Applicants indicated they would be prepared to accept payment of £268.00 in settlement of their claim. The Respondent agreed to make payment of this amount.

Findings in Fact

11. The Applicants paid the Respondent a deposit of £475.00 at the commencement of their tenancy of the property in February 2011.
12. At the end of the Tenancy in May 2019 the Applicants owed rent of £150.00.
13. The Applicants agreed to pay the Respondent the cost of replacing one blind in the lounge of the property. This amounted to £57.00.

14. The Parties were in agreement that the Respondent will pay the Applicants the balance of the Deposit in the sum of £268.00.

Reasons for Decision

15. The parties were in agreement as to the amount of the deposit paid by the Applicants to the Respondent.

16. The Applicants accepted that notwithstanding any rights they may have to the return of the deposit it would have been open to the Respondent to make an application to the Tribunal to seek an order for payment of any arrears of rent or the cost of repairing damage to the property.

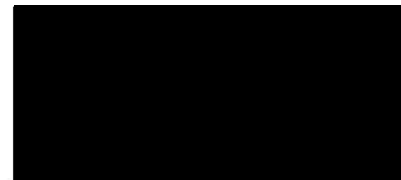
17. Rather than proceeding to a hearing at which evidence would require to be led from both sides the parties chose to compromise and reached an agreement whereby the Respondent would pay the Applicants £268.00 in settlement.

Decision

18. The Tribunal finds the Applicants entitled to an order for payment by the Respondent in the sum of £268.00.

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

6 November 2019

Date