



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/23/1743

Re: Property at 15 1/L Stafford Street, Aberdeen, AB25 3UP (“the Property”)

Parties:

Mr Adam Osterberg, 17 Roland Crescent, Newton Mearns, Glasgow, G77 5JT (“the Applicant”)

Mr Clarke Shepherd, UNKNOWN, UNKNOWN, AB15 8PZ (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £45 (FOURTY FIVE POUNDS).

Background

1. An application was received by the Housing and Property Chamber dated 28th May 2023. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not returning the deposit to the Applicant.
2. On 24th July 2023 all parties were written to with the date for the Case Management Discussion (“CMD”) of 23rd August 2023 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 14th August 2023.

3. On 27th July 2023, sheriff officers tried to serve the letter with notice of the CMD date and documentation upon the Respondent. The Respondents were not able to effect service. The CMD was postponed.
4. On 22nd September 2023, both parties were emailed informing of the new date of 1st November 2023 by email.
5. On 26th September 2023 all parties were written to with the date for the CMD of 1st November 2023 at 10am by teleconferencing by teleconferencing. Service by Advertisement was undertaken upon the Respondent from 6th October 2021.
6. On or around 2nd October 2023, the Respondent telephoned the Housing and Property Chamber. He left a message. His phone call was returned on two occasions and voicemails were left for him to contact at certain times.
7. This case was conjoined with FTS/HPC/PR/23/1744.

The Case Management Discussion

8. A CMD was held 1st November 2023 at 10am by teleconferencing. The Applicant was present and represented himself. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondents did not make representations in advance of the CMD.
9. It was noted the lease that was signed was not a Private Rented Tenancy ("PRT"). However, the lease defaults to a PRT regardless of what the parties have signed.
10. The Applicant said that he has now had £440 of his deposit returned to him at the end of September 2023. He believes that it was a reaction by the Respondent from finding out about these proceedings. The Applicant received a WhatsApp message from the Respondent saying that the deduction of £45 was for professional cleaning costs. The Respondent said that he would reimburse the amount if the Applicant had already paid for professional cleaning costs. The Applicant said that he had left the Property in immaculate condition. The Respondent clearly did not know if that was the case or not when he instructed the professional cleaners. This is clearly a standard end of tenancy action which should not be passed onto the Applicant. There is no clause in the signed lease document that agrees to this being undertaken. Furthermore any such clause would be unreasonable for a tenant to bear the burden of the standard end of tenancy costs without explanation.
11. The Tribunal was satisfied that the outstanding amount for £45 was due to the Applicant by the Respondent and that it was appropriate to grant an order accordingly.

Findings and reason for decision

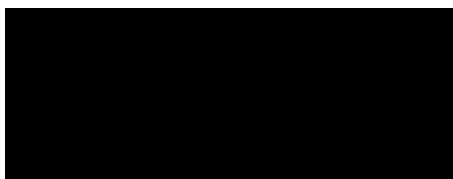
12. A Private Rented Tenancy Agreement commenced 5th September 2022. It was not a standard PRT but defaulted to it under section 3 of Private Housing (Tenancies)(Scotland) Act 2016.
13. The Applicant paid a deposit of £485 to the Respondent by bank transfer on 30th August 2023.
14. On or around 22nd September 2023 the Respondent paid the Applicant £440 of the deposit. The remaining £45 was allocated to professional cleaning costs. There was nothing in the lease or any other document to indicate that this was an end of tenancy term. No evidence of why professional cleaning was needed at the end of the tenancy.
15. The Applicant is entitled to the return of his full deposit. The Respondent has not paid the full amount to the Applicant, £45 is outstanding.

Decision

16. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £45 (FOURTY FIVE POUNDS).

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

1st November 2023

Date