



**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/24/0606**

**Re: Property at Gardeners Cottage, Cluny, Aberdeenshire, AB51 7EX (“the Property”)**

**Parties:**

**Miss Caitlin Milne, 39 Morrison Drive, Aberdeen, AB10 7EA (“the Applicant”)**

**Mr Cosmo Linzee Gordon, Cluny Castle, Sauchen, Inverurie, AB51 7RT (“the Respondent”)**

**Tribunal Members:**

**Ms H Forbes (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be made in favour of the Applicant in the sum of £750.**

**Background**

1. By application received on 6<sup>th</sup> February 2024 and made under Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Rules”), the Applicant applied for an order for payment in the sum of £750 in respect of a tenancy deposit for the Property.
2. The Applicant lodged a copy of the tenancy agreement between the parties that commenced on 28<sup>th</sup> July and ended on 4<sup>th</sup> December 2023, and evidence of payment of the deposit prior to commencement of the tenancy.
3. By email dated 19<sup>th</sup> April 2024, the Respondent lodged written representations and a copy of an email dated 18<sup>th</sup> January 2024, whereby he had offered to return the tenancy deposit to the Applicant and requested her bank details.

## **The Case Management Discussion**

4. A Case Management Discussion (“CMD”) took place by telephone conference on 21<sup>st</sup> May 2024. Both parties were in attendance. The Applicant was supported by Ms Sweeney.
5. The Respondent confirmed that he was content to return the tenancy deposit to the Applicant, as stated in his email.
6. The Applicant said she had not received the email of 18<sup>th</sup> January 2024, possibly because there was a great deal of emails between the parties at that time. The Applicant said she had earlier sent her bank details by email to the Respondent, but had not received a response.
7. There was reference by both parties to a dispute at the end of the tenancy over the condition of the Property. The Applicant said she did not accept the Property had been left in a poor state. The Respondent said costs had been incurred by the Respondent to address the state of the Property.
8. The Tribunal informed parties that it had the power to order late lodging of the tenancy deposit in an approved tenancy deposit scheme, so that adjudication could take place. This could be done under the conjoined case FTS/HPC/PR/24/0439. The Respondent indicated that he would prefer to waive any further action and stand by his decision to repay the deposit in full.

## **Reasons for Decision**

9. Parties were in agreement that the deposit should be returned to the Applicant.

## **Decision**

10. The Tribunal grants an order against the Respondent for payment to the Applicant of the sum of £750.

## **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**

\_\_\_\_\_

**21<sup>st</sup> May 2024**  
**Date**