



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) in terms of Rule 24 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) in respect of an application under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and Rule 111 of the Rules

Chamber Ref: FTS/HPC/CV/24/0571

Re: Property at 48 East Park Street, Huntly, AB54 8JF (“the Property”)

Parties:

Miss Maia Hughes, 3 Deveron Road, Huntly, AB54 8DU (“the Applicant”)

Mr Russel Brown, Traquair, Chapel Street, Huntly, AB54 8BS (“the Respondent”)

Tribunal Members:

Karen Moore (Legal Member) and Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order in the sum of Two Hundred and Forty Five Pounds (£245.00) be granted.

Background

1. By application received on 5 February 2024 (“the Application”), the Applicant applied to the Tribunal for an Order for repayment of the tenancy deposit lodged by her. The Application comprised a copy of the tenancy agreement, proof of payment of £735.00, being the first month rent of £490.00 and the tenancy deposit of £245.00, and screenshots of correspondence between the Parties. The Application was accepted by the Tribunal and a Case Management Discussion (the “CMD”) was fixed for 24 June 2024 at 10.00 by telephone conference. Prior to the CMD, the Respondent submitted written representations disputing that the full deposit fell to be repaid. Also prior to the CMD, the Applicant nominated her fiancé, Jacob Warren, as her representative at the CMD.
2. The CMD took place on 24 June 2024 at 10.00 by telephone. At the CMD, the Tribunal explained that as the Application was opposed, a Hearing of

evidence would be required. The Tribunal explained the evidence required and issued a Direction to set out how the Hearing would be conducted.

Hearing.

3. The Hearing took place by telephone conference at 10.00 on 22 November 2024. The Applicant did not attend and was represented by Mr. Jacob Warren. Mr. Warren advised that he had understood that the Applicant, Ms. Hughes, had appointed him as a representative and to give evidence on her behalf. He stated that Ms. Hughes worked in a clinic and could not attend tribunal proceedings. In the circumstances, the Tribunal allowed Mr. Warren to speak on behalf of Ms. Hughes.
4. Mr. Warren asked if he could be substituted in Ms. Hughes' place. He said that he thought he, also, had had a tenancy. The Tribunal advised that it was not possible to amend the Application to this extent at this stage. With regard to the Respondent, the Tribunal noted that attempts to intimate the Hearing date on him had been unsuccessful and so the Hearing could not proceed, in any event. For the avoidance of doubt, no evidence was heard.

Adjourned Hearing

5. The adjourned Hearing took place on 3 March 2025 at 10.00 by telephone. The Applicant, Ms. Hughes took part and was not represented. The Respondent did not take part and was not represented. The Tribunal was satisfied that notice of the adjourned Hearing had been served on him by Sheriff Officer on 27 January 2025 and so proceeded in his absence.
6. Ms. Hughes confirmed to the Tribunal that the tenancy deposit was paid in security of rent and damage to the Property. She confirmed that none of the deposit had been repaid by the Respondent. She confirmed that the Property was returned to the Respondent at the tenancy end in a clean and tidy state and that no items had been damaged.
7. With regard to the matters noted in the Respondent's written response, Ms. Hughes accepted that she had removed a cable extension by error and estimated the cost to be around £3.00. She stated that, on the Respondent's instruction, she had stored the bedroom lamp in his shed. She stated that this was in the same condition as it had been in the Property and that she had placed it in a plastic bag to prevent possible water damage.

Findings in Fact

8. The Tribunal made the following findings in fact:-

- i) There had been tenancy of the Property between the Applicant and the Respondent with an entry date of on or around 7 July 2023;
- ii) The tenancy was not constituted by a private residential tenancy agreement;
- iii) The Applicant paid a tenancy deposit of £245.00 on or around 7 July 2023
- iv) The tenancy deposit was not placed in an approved scheme;
- v) The tenancy ended in or around mid-December 2023
- vi) The Respondent refuses to return the tenancy deposit to the Applicant;
- vii) There is no evidence of damage caused by the Applicant;
- viii) There is no evidence that the Applicant left the Property in an unclean or untidy condition;
- ix) The Applicant is entitled to the return of the tenancy deposit in full.

Decision and reasons for the decision

9. Having found in fact that the Respondent is due and owing to the Applicant for the sum of £245.00, the Tribunal proceeded to make an order for payment in this sum.

10. This Decision is unanimous.

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.

Karen Moore

Legal Member/Chair

3 March 2025
Date

