



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

Chamber Ref: FTS/HPC/CV/24/5868

Property at 2/1 8 Broomlands Street, Paisley, PA1 2LR (“the Property”)

Parties:

Ms Divya Shri Krishnasamy Rajagopal, Flat 4 , 2/1 St Mirren Street, Paisley, PA1 1UA (“the Applicant”)

JTG Property Management Ltd, Mr Jasbir Gill, 1st Floor, 50 Union Street, Glasgow, G1 3QX; JTG Property Management Ltd, 1st Floor, 50 Union Street, Glasgow, G1 3QX (“the Respondent”)

Tribunal Members:

Josephine Bonnar (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £825 should be made in favour of the Applicant.

Background

1. The Applicant seeks a payment order in relation to a tenancy deposit of £825 which was not returned to her at the end of their tenancy. A tenancy agreement, correspondence between the Respondent and My Deposits Scotland, and correspondence between the Applicant and Respondent were submitted with the application.
2. A copy of the application and supporting documents were served on the Respondents by Sheriff Officer. All parties were advised that a Case Management Discussion (“CMD”) would take place on 14 August 2025 at 2pm and that they were required to participate.

3. Prior to the CMD the Respondents lodged written submissions and documents. They stated that they disputed the application was they had to spend the value of the deposit on re-instating the property. The Applicant also lodged submissions and documents in response to the Respondent's submission.
4. The CMD took place on 14 August 2025. The Applicant participated. The Respondents did not participate and did not contact the Tribunal in advance to state that they did not intend to participate or to seek a postponement. At the request of the Legal Member, the Tribunal clerk tried to telephone the Respondents but was unsuccessful in contacting them. The Legal member determined that the CMD should proceed in their absence.

The CMD

5. The Legal Member noted that the deposit in question had been lodged in an approved scheme. Following the termination of the tenancy, there were discussions between the parties about the return of the deposit. The Applicant advised the Legal Member that she did not receive any communications from the scheme. When she asked the Respondents about the deposit, they emailed the scheme and copied her into the correspondence. The responses received indicated that the contact information they had given to the scheme at the start of the tenancy was incorrect. The Applicant thought that this was being addressed. However, when she was able to finally contact the scheme, the deposit had already been released to the Respondent without her having had the opportunity to dispute it or request an adjudication. The Legal Member determined that, as no adjudication had taken place, and as the deposit had simply been returned to the Respondents without any assessment by the scheme of their entitlement to it, the Tribunal had jurisdiction to deal with the application.
6. The Applicant told the Legal Member that the Respondents have still not returned any part of the deposit. In response to questions, she stated that the Respondents did not carry out a pre tenancy inspection or provide a check in report or inventory with photographs. They also failed to provide a check out report, only sending them a checklist with instructions about what they had to do before moving out. The Respondents did not inspect the property until a few weeks after the tenants had moved out and then sent her some random photographs. They also sent her a list of the alleged items which were missing or damaged. In relation to these items the Applicant provided the following information: -
 - (a) **The bedding.** The Applicant is not sure whether the Respondents are referring to the duvet and pillows or just the duvet cover, sheet and pillow slips. They provided all these items. The cover, sheet and pillowslips were all washed when she moved out. The Respondents said that they were not clean and were covered in hair. The Respondents did not provide a receipt or other evidence that they had purchased new bedding.

- (b) **Replacement chairs.** The Applicant confirmed that one of the cushions on one of the dining room chairs was slightly torn. However, the tear was very small and could have been repaired. Even if the Respondents felt they had to replace this chair, they did not have to replace them all. No receipt has been provided for the alleged purchase.
- (c) **Painting.** The Applicant said that there was one, very small, Sellotape mark on one wall. It was barely visible. The Respondents have provided an estimate (but not a receipt) from a painter for the whole room, stating that they were unable to match the colour. However, the walls did not require to be painted, even the one with the very small mark, as it could have been wiped off
- (d) **The smoke detector.** The Applicant said that the tenants did not remove any detectors and would not have been able to reach it if it had been there. The Respondents have provided photographs of the alleged replacement but there is no evidence that there was one in place during the tenancy. She is certain that there was not.
- (e) **Freezer and washing machine.** The Applicant said that her flatmate defrosted the freezer as she moved out after the Applicant. There may have been a further slight build-up of ice between her doing this and the Respondent's inspection. The washing machine did not require to be cleaned. No receipts have been provided for either.
- (f) **Removal of personal items.** The Applicant said that the only items left behind were some re-useable plastic bags and an empty box. There were other items in the cupboard, such as an old television, but these belonged to the Respondents. No receipts or vouching has been provided.
- (g) **Kitchen worktops.** The Applicant referred to her own photographs and confirmed that there were areas on the worktops where the colour had faded, where they had placed pots and pans. The worktop was not damaged, just discoloured. No vouching has been provided for a replacement and the Respondents mentioned that they were planning to replace the whole kitchen.
- (h) **Wall behind the bin.** The Applicant said that there was a small stain where oil had been spilled. However, no receipt has been provided for this.

Findings in Fact

- 7. The Applicant is the former tenant of the property.
- 8. The Respondents are the owners and former landlords of the property.
- 9. The Applicant and her joint tenant paid a deposit of £825 in connection with the tenancy.

10. The deposit was returned to the Respondent by the tenancy deposit scheme at the end of the tenancy.
11. The Applicant dispute the Respondent's entitlement to retain the deposit.
12. The Respondents did not require to replace bedding, dining chairs, kitchen worktops or a smoke alarm, paint a bedroom, defrost the freezer, clean the washing machine or wall behind the bin or remove personal items left behind by the tenants at the end of the tenancy.
13. The Respondents did not replace bedding, dining chairs, kitchen worktops or a smoke alarm, paint a bedroom, defrost the freezer, clean the washing machine or the wall behind the bin or remove personal items left behind by the tenants at the end of the tenancy.

Reasons for Decision

14. At the end of a tenancy, any deposit paid by a tenant should be returned to them unless there are any sums due to the landlord for unpaid rent, loss or damage to items of property owned by the landlord or failure to leave the property in a clean and tidy condition. In this case, the Respondent claims that the whole deposit is required to cover cleaning and losses and damage caused by the Applicant. When adjudicating disputes between landlords and tenants, deposit schemes rely on the check in and check out reports prepared by landlords or their agents. The Respondents did not provide either of these. In the absence of clear documentary evidence in relation to the condition of the property at the start of the tenancy, it is difficult to see how the Respondents expect to establish their entitlement to retain the deposit. In their submissions the Respondents rely on the checklist they sent to the tenants at the end of the tenancy. However, this is only a list of instructions about how the property is to be left by the tenants. The Respondents should have prepared a report, with photographs, at the start and end of the tenancy if they intended to make a claim on the deposit.
15. The Respondents did not participate in the CMD, so the only source of information and evidence were the submissions and documents they lodged, the Applicant's submissions and the information she provided to the Legal Member during the CMD. Some of the Respondent's submissions were not relevant as they did not relate to the items specified by them as grounds for withholding the deposit. They did not provide vouching for any of the charges, except the painting costs, and this is only an estimate and not a receipted invoice. They failed to provide any evidence that they actually incurred any of the costs specified on their list. The photographs of the smoke alarm are undated and could have been taken anywhere. There are a series of photographs with handwritten descriptions of where they were taken. Again, these are undated. They are also of extremely poor quality it is almost impossible to see what is shown.

16. The Applicant's additional submissions and documents were submitted in response to those provided by the Respondents. These include photographs which appear to show the property in good condition. The walls in the bedroom appear to be undamaged. The kitchen units are discoloured but there is no evidence of damage and the picture of the freezer, which the Applicant stated were sent to her by the Respondents a few weeks after the tenancy ended show a small build-up of ice.

17. The Legal Member notes the following: -

- (a) The Respondents have provided no evidence that the bedding supplied by them had to be replaced or that they did replace it. Furthermore, they did not claim that the bedding was damaged, only that it was not properly washed. In any event, it would be reasonable to expect a landlord to replace bedding before re-letting a property to a new tenant, due to general wear and tear.
- (b) The Respondents have provided no evidence that they required to replace the dining chairs or that they did replace them. If there was minor damage to one chair, they had the option of repairing it.
- (c) The Respondents have failed to provide evidence that they required to paint the bedroom or that they have painted it. The Applicant's photographs appear to show that the bedroom walls in reasonable condition. Furthermore, landlords frequently repaint properties before reletting them and are only entitled to charge the tenant for this if it was required due to the damage caused by the tenant, not general wear and tear.
- (d) The Respondents have failed to demonstrate that they required to clean the washing machine and the wall behind the bin, defrost the freezer or dispose of personal items in the property or that they did any of these things.
- (e) The Respondents have failed to establish that the kitchen worktops were damaged by the tenants during the tenancy through improper use of the kitchen or neglect. They have also failed to establish that they replaced the worktops.

18. The Legal Member is therefore satisfied that the Applicant is entitled to a payment order for the deposit. As the joint tenant authorised the Applicant to make the application in relation to the whole deposit, an order for £825 is made

Decision

19. The Tribunal determines that an order for payment of the sum of £825 should be made in favour of the Applicant.

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.

Josephine Bonnar

Josephine Bonnar, Legal Member

17 August 2025