



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/25/1912

Re: Property at Flat 1, 168 Main Street, Prestwick, KA9 1PG (“the Property”)

Parties:

Mr Paul Barilli, 11 McAdam Square, Ayr, KA8 0DA (“the Applicant”)

Ms Lynsey Pollock, 211 Main Street, Prestwick, KA9 1LH (“the Respondent”)

Tribunal Members:

Rory Cowan (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of £425 should be granted in favour of the Applicant against the Respondent.

- **Background**

By application dated 6 May 2025, the Applicant sought an order for payment in the sum of £525, being the sum he paid to the Respondent by way of a security deposit for his tenancy for the Property which it was claimed had not been returned to him after the tenancy had ended (the Application). Various documents were lodged in support of the Application including proof of payment of the deposit, the tenancy agreement itself and around the termination of the tenancy agreement.

- **The Case Management Discussion**

A Case Management Discussion (CMD) was fixed for 3 September 2025 to be heard by way of conference call along with another related application. The Application was thereafter intimated to the Respondent by way of sheriff officers. No written response was received to the Application in advance of the CMD. At the CMD, the Applicant appeared along with his representative a Mr Tierney of Ayr Housing Aid Centre and the Respondent appeared and represented herself.

After discussion, the Respondent agreed that she had been paid the sum of £525 by way of a security deposit by the Applicant and that she still held it. She confirmed that the tenancy had ended on 14 March 2025 when the Applicant vacated the Property in response to her notice to leave. She also confirmed that this deposit had not been paid into an approved tenancy deposit scheme.

When asked why the deposit had not been returned to the Applicant, she explained that the Property had been cleared but she decided to have it deep cleaned at her choice. When doing so, it was found that the sink in the main bathroom was cracked and needed replaced. Although it needed replaced, she confirmed that she had not actually replaced same and had sold the Property and therefore had not and would not incur that cost. She then explained that she had received a large amount of correspondence as the “occupier/owner” of the Property relating to various debts that it was claimed belonged to the Applicant, such as council tax, utilities and television licensing. She acknowledged that these were debts that were due by the Applicant and that she had no liability to pay same. She did indicate that the electricity meter had been changed to a pre-payment meter without her consent and she incurred the sum of £60 to have that changed back as well as the sum of £40 to pay the negative balance on that meter. The Applicant acknowledged that the meter had been changed on his request and that there were certain debts accrued by him during his tenancy, some of which he had resolved and some of which he had not received much correspondence about. He indicated that he was prepared to restrict this claim to the sum of £425 to take account of the £100 cost incurred by the Respondent. The Respondent indicated that dealing with such matters had been very stressful and resulted in extra legal costs due to the additional correspondence during the conveyancing process, but that it had been resolved, and the Property had been sold and agreed with the Applicant’s proposal and that a payment order in the sum of £425 could be granted. The Tribunal therefore amended the Application to the sum of £425 being the sum now sought by the Applicant.

- Findings in Fact and Law

- 1) That the Applicant and the Respondent entered into a tenancy agreement for the Property which commenced 3 December 2021 and that ended on 14 March 2025.
- 2) That the Applicant paid the sum of £525 by way of security deposit to the Respondent for that tenancy that has not been repaid to the Applicant.
- 3) That the Respondent still holds the sum of £525 by way of the security deposit.
- 4) That on the Applicant’s request, the electricity meter within the Property was changed to a pre-payment metre without the consent of the Respondent.
- 5) That the Respondent has incurred the cost of £100 to have the pre-payment meter removed and a standard meter installed in the Property.
- 6) That the Applicant is entitled to a payment order in the sum of £425.

- Reasons for Decision

The Respondent acknowledged that she had received the security deposit and had not repaid it to the Applicant. Her explanation for not doing so was largely focussed on the “stress” she had suffered as a result of dealing with the various bodies who

were owed money by the Applicant as a result of his tenancy at the Property. She acknowledged that, whilst correspondence had been received from these bodies, she had not required to settle any of these debts as the debts were due by the Applicant, and this had been accepted by them. The only matters that she suggested were the fault of the Applicant were the bathroom sink and the changing of the electricity meter to a pre-payment one. On further discussion, the Respondent confirmed that she had not replaced the sink, nor would have to as the Property had subsequently been "sold as seen". As such, this was not a cost she had or would incur. The Applicant acknowledged his responsibility for the metre costs of £100 and offered to restrict the claim to that amount. The Respondent agreed to that proposal and the payment order was granted on the basis of that agreement.

- Decision

That a payment order in the sum of £425 be granted in favour of the Applicant against the Respondent.

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

_____**3 September 2025**_____
Date