



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/25/1865

Re: Property at 1/2 216 Berkeley Street, Glasgow, G3 7HQ (“the Property”)

Parties:

Miss Lucia Falcioni, 1/1 18 Brisbane Street, Glasgow, G42 9HY and Miss Sara Zimmermann, 2/1 15 Water Tower Court, Glasgow, G20 9AP (“the Applicants”)

Miss Kirsty McDermott, 18 Strowan Street, Sandyhills, Glasgow, G32 9DN (“the Respondent”)

Tribunal Member:

George Clark (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be refused.

Background

1. By application, dated 7 April 2025, the Applicants sought repayment by the Respondent to the First-named Applicant of the sum of £420, being a tenancy deposit.
2. The application stated that the First-named Applicant had entered into a “Lodger’s Agreement” with the Respondent commencing on 24 August 2021. She paid a deposit of £420 in addition to monthly rent. In October 2022, the Respondent moved out and the Second-named Applicant moved in. A new Private Rented Tenancy Agreement was entered into between the Applicants and the Respondent. The Second-named Applicant paid a deposit of £440, which was lodged by the Respondent in an approved Tenancy Deposit Scheme. The First-named Applicant’s deposit was not, however, lodged in a scheme and, as at the date of the application, had not been refunded to the First-named Applicant. The tenancy had ended on 28 February 2025.

3. The application was accompanied by copies of a “Lodger’s Agreement” between the First-named Applicant and the Respondent, commencing on 24 August 2021, which included provision for a deposit of £420, a Private Residential Tenancy Agreement between the Parties, commencing on 1 October 2024 and providing for a deposit of £880, and a screenshot of a message of 1 October 2022 from the Respondent to the Applicants confirming that the First-named Applicant’s deposit would be retained and used as part of the deposit for the new tenancy. The Tribunal was also provided with a copy of correspondence confirming that the deposit of £440 paid by the Second-named Applicant was secured with SafeDeposits Scotland.
4. On 6 October 2025, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 27 October 2025.
5. On 27 October 2025, the Respondent made written submissions to the Tribunal. She confirmed that the deposit paid by the First-named Respondent had not been lodged in an approved scheme, but stated that it had been repaid to the First-named Applicant on 8 October 2025, under deduction of sums claimed by the Respondent by way of cleaning costs and minor repairs to the Property following the end of the tenancy, and sums due by the First-named Applicant by way of reimbursement of a proportion of factoring charges, for which the Applicants had agreed to be responsible. The amount refunded was £42.70.

Case Management Discussion

6. A Case Management Discussion was held by means of a telephone conference call on the morning of 13 November 2025. All Parties were present.
7. The Respondent repeated that the deposit had been repaid, under appropriate deductions. The First-named Applicant told the Tribunal that she disputed some of the deductions made by the Respondent.

Reasons for Decision

8. The view of the Tribunal was that the application should be refused. The First-named Applicant wished the entire deposit to be refunded to her and the Respondent insisted that it had been repaid, albeit under deductions. It was not for the Tribunal to determine whether all or any of the deductions were justified, that being a matter on which the administrator of the tenancy deposit scheme would have adjudicated, had the deposit been lodged with one of the approved schemes. The Tribunal could not speculate on the amount, if anything, that would be a reasonable deduction from the deposit, so could not make an Order for Payment. The application was, therefore, refused.
9. The Tribunal noted that the Respondent’s failure to lodge the deposit in an approved tenancy deposit scheme was the subject of a separate application which was also determined at the Case Management Discussion.

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.

G Clark

Legal Member/Chair

19 November 2025
Date