

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2016**

**Chamber Ref: FTS/HPC/CV/25/3309**

**Re: Property at 55 Frederick Crescent, Port Ellen, Isle of Islay, PA42 7BD (“the  
Property”)**

**Parties:**

**Mr Thomas O’Farrell, Portnahaven Church Manse, Portnahaven, Isle of Islay,  
PA47 7SG (“the Applicant”)**

**Mr Cameron Wallace, 8 Red Burn Wynd, Helensburgh, G84 7EH (“the  
Respondent”)**

**Tribunal Members:**

**George Clark (Legal Member) and Melanie Booth (Ordinary Member)**

**Decision (in absence of the Applicant)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the application should be decided without a Hearing  
and made an Order for Payment by the Respondents to the Applicant of the sum  
of £475.**

**Background**

1. By application, dated 3 August 2025, the Applicant sought an Order for Payment in respect of the failure of the Respondent to refund to him a tenancy deposit of £475.
2. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Parties commencing on 1 January 2021 at a monthly rent of £475, with a deposit of £475. The Tenancy Agreement stated that the deposit would be protected in a government approved deposit protection scheme. The Applicant also provided a copy bank statement showing a payment of £950 to the Respondent on 16 November 2020 and emails, all dated 16 July 2025, from letting Protection Scotland, SafeDeposits Scotland and My Deposits Scotland, the three approved tenancy deposit schemes.

3. On 19 November 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 10 December 2025. The Respondent made representations to the Tribunal on 10 December 2025, in which he contended that the Applicant had left the Property in poor condition.

### **Case Management Discussion**

4. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 16 January 2026. The Applicant was present. The Respondent was not present or represented,
5. The Applicant told the Tribunal that he left the Property on 30 June 2025. The Respondent inspected it on 12 July 2025. The Applicant did not accept that it had been left in a poor condition.

### **Findings of Fact**

- (i) The Parties entered into a tenancy agreement commencing on 1 January 2021. It stated that a deposit of £475 was payable in addition to the rent.
- (ii) The Applicant paid a deposit of £475 on 16 November 2020.
- (iii) The Respondent did not lodge the Applicant's deposit in an approved tenancy deposit scheme.
- (iv) The tenancy ended on 30 June 2025.
- (v) The Applicant returned the keys, as directed, to the Respondent's mother, who lived two doors away from the Property.
- (vi) The Respondent has, to date, refused to refund the full deposit.

### **Reasons for Decision**

6. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 states that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to enable it to determine the application without a Hearing.
7. The Tribunal noted that the Respondent did not lodge the deposit with an approved tenancy deposit scheme and that he has failed to return the deposit and has claimed £100 from it for cleaning the Property. This is an argument that he could have put in an adjudication by the administrator of an approved scheme, but he lost the right to do so because he did not lodge the deposit with such a scheme. The Tribunal was not prepared to speculate on whether and, if so, to what extent a scheme administrator would have allowed deductions from the deposit. The Tribunal observed, however, that there was, in any event, no evidence as to the condition of the Property when the Applicant moved in and that, as the Respondent had given as the reason for serving a Notice to Leave the fact that

extensive works were required, including repairs to the kitchen ceiling and the fitting of a new kitchen, it would not have been reasonable to ask the Applicant to pay for cleaning in advance of such disruptive works.

8. Having considered all the evidence before it, the Tribunal decided that it the Respondent had no justifiable reason for retaining the deposit and that it would order the Respondent to pay the sum of £475.

### **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.**

George Clark

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Legal Member/Chair

16 January 2026  
Date