



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing Tenancies (Scotland) Act 2016 and Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017
Chamber Ref: FTS/HPC/CV/25/1977**

Re: Property at 24 MILLROW, DUNBLANE, FK15 0EL (“the Property”)

Parties:

MR CHANDRA KIRAN, 6 Bogside, Dunblane, FK15 0BW (“the Applicant”)

MRS ANGELA MCKAY, 36 Credon Drive, Airdrie North Lanarkshire, ML6 9RT (“the Respondent”)

Tribunal Member:

Martin McAllister (Legal Member) (“the tribunal”)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent should pay the sum of FOUR HUNDRED AND THIRTY SIX POUNDS 50 Pence (£436.50) to the Applicant.

Background

- 1. This is an application in respect of the alleged failure of the Landlord of the Property to return the balance of a tenancy deposit due to a tenant. The Application was received by the Tribunal on 8 May 2025.**
- 2. A case management discussion was held by teleconference on 2 February 2026 at which both parties participated.**
- 3. The application was considered along with another application in which the Applicant sought an order of payment in respect of the failure of the Respondent to comply with the Tenancy Deposit Schemes (Scotland) Regulations 2011 as amended (“the Regulations”).**

Preliminary Matters

- 4. The Applicant confirmed that the application concerned the failure of the Respondent to return the sum of £436.50 which he said was due to him from the deposit of £900 which he had paid to the Respondent at the commencement of the tenancy on 9 November 2018.**
- 5. The Respondent said that the balance of the tenancy deposit had not been returned to the Applicant because she was not happy with the condition of the Property on the termination of the tenancy.**
- 6. The Respondent accepted that she had not complied with the Regulations. She said that she now accepted that the sum of £436.50 should be paid to the Applicant.**
- 7. The Legal Member explained the purpose of the case management discussion. Both parties confirmed that they had no further evidence to submit and agreed that there was no requirement for a hearing to be held to determine the application.**

Case Management Discussion

- 8. The Tribunal had regard to the following documents:**
 - i) The Application received by the Tribunal on 8 May 2025;**
 - ii) Short Assured Tenancy Agreement for the Property dated 9 November 2018;**
 - iii) Private Residential Tenancy Agreement for the Property dated 13 October 2019;**
 - iv) Emails between the Applicant and the Respondent.**
 - v) Email submissions by the Respondent and the Applicant.**

The Tenancy

- 9. The Respondent said that the tenancy had started on 9 November 2018 when a short assured tenancy agreement had been entered into. She said that her husband had rental properties and she had used the style of rental agreement that he had used. The Respondent said that, in 2019, she remortgaged the Property and realised that she should have used a private residential tenancy agreement. She prepared such a document and referred to the tenancy agreement which had been submitted by the Applicant which was dated 14 October 2019.**

10. The Respondent said that the tenancy terminated on 12 February 2025. A notice to leave had been served on the Applicant because the Property was to be sold.

The Tenancy Deposit

11. The short assured tenancy agreement made reference to a deposit of £900. It was accepted by parties that this was paid at the start of the tenancy.

12. It was accepted by the Respondent that she had not lodged the deposit with an approved tenancy deposit scheme. She said that there had been an adjustment of rent in the last month of the tenancy and that she held a balance of £436.50.

13. The Respondent indicated that the balance of the deposit had been retained because of what she considered to be the poor condition of the Property when she had recovered it. It was pointed out to her that this is what the adjudication processes in tenancy deposit schemes were for. The Respondent accepted this, and that she was due to pay the sum to the Applicant.

Findings in Fact

- a. The Applicant and the Respondent were parties to short assured tenancy for the Property dated 9 November 2018, and subsequently a Private Residential Tenancy Agreement dated 13 October 2019.**
- b. The Respondent is the registered landlord of the Property.**
- c. The tenancy commenced on 9 November 2018 and came to an end on 12 February 2025.**
- d. The Applicant paid a tenancy deposit of £900 to the Respondent.**
- e. The tenancy deposit was not lodged with an approved tenancy deposit scheme.**
- f. The balance of the tenancy deposit, amounting to £436.50 has not been repaid to the Applicant.**

Finding in Fact and Law

The balance of the tenancy deposit paid to the Respondent by the Applicant is £436.50 and is due to be paid to the Applicant.

Reasons

14. Matters were not in dispute. A short assured tenancy for the Property commenced on 9 November 2018. This was followed by a private residential tenancy agreement dated 13 October 2019. The tenancy

terminated on 12 February 2025. A tenancy deposit of £900 was paid to the Respondent by the Applicant. The tenancy deposit was not lodged with an approved tenancy deposit scheme. The sum of £436.50, being the balance of the tenancy deposit, has not been repaid to the Applicant.

15. The tribunal considered that it was not appropriate for it to adjudicate on whether a tenancy deposit fell due to a tenant. That was what the approved tenancy deposit schemes were for.

16. The Respondent accepts that she is due to pay the sum of £436.50 to 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.

Martin J. McAllister
Legal Member
2 February 2026