



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/4893

Re: Property at FLAT 3/2, 155 GREENHEAD STREET, GLASGOW, G40 1HU (“the Property”)

Parties:

Mr Connor Bell, FLAT 5D, 33 CLEVEDEN DRIVE, GLASGOW, G12 0SD (“the Applicant”)

Mr Gordon Cowan, 12 Edenkilm Place, Glasgow, Strathblane, G63 9EB (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order be granted for the Respondent to pay ZERO POUNDS AND ZERO PENCE (£0.00) to the Applicant.

Background

1. An application was received from the Applicant’s legal representative on 13 October 2025 seeking a payment order in terms of rule 111 (Application for civil proceedings in relation to a private residential tenancy) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). A tenancy agreement, copy bank statement and Whatsapp message communications between the Applicant and the Respondent were lodged with the application.
2. A copy of the application was served on the Respondent by Sheriff Officer on 12 March 2026, together with the related application seeking sanction under Regulation 10 of the Tenancy Deposit Scheme (Scotland) Regulations 2011 (PR/25/4900). The parties were notified that a case management discussion

("CMD") would take place by telephone conference call on 29 April 2026 at 10am in terms of Rule 17(2) of the Rules.

3. The parties were invited to make written representations and lodge any documents being relied upon in advance of the CMD. The Respondent lodged correspondences dated 30 March 2026 and 21 April 2026 with the First-tier Tribunal in response to the applications.
4. The CMD took place on 29 April 2026 at 10am by teleconference. The Applicant was not present however they were represented by Mr Davies of Glasgow North West CAB. The Respondent was present and was accompanied by his wife to support him.

Summary of Discussion at CMD

5. The Tribunal explained the purpose of the CMD and asked the Applicant's representative Mr Davies, to present their submission on the application on behalf of the Applicant, before the Respondent then presented his submission in response. The application for sanction in terms of the Tenancy Deposit Scheme (Scotland) Regulations 2011 under Chamber reference PR/25/4900 was also discussed. For the avoidance of doubt the following constitutes a summary of the key elements of the discussion in so far as relating to the present application and is not a verbatim account of the proceedings.
6. Mr Davies confirmed the Applicant wished the Tribunal to make a payment order for the balance of their deposit paid to the Respondent that had not been returned to them after they left the Property. Mr Davies confirmed the Applicant accepted certain monies would be due to the Respondent in relation to the condition of the Property when they had left. The Applicant's main contention had been in relation to costs attributed to restoration or replacement of the bedframe and that they wanted the Respondent to produce various invoices to them.
7. The Respondent stated the relationship between the Applicant and him had been relatively good until after the Applicant had left the Property and the Respondent had been disappointed at the condition the Applicant's room had been left in. The Respondent explained he had been unwell during August-September 2025 and had taken some time to respond to the Applicant's Whatsapp messages during that period however, subsequently, he corresponded with the Applicant regarding the expenditures he regarded as necessary (such as to clean carpets, paint the bedroom, dispose of a badly stained mattress, and replace the damaged bed) to restore the Property to a condition that would allow him to rent to another lodger in due course. The Respondent further explained the Applicant had accepted certain expenditures were necessary but had taken exception to any cost relating to replacement of the bedframe and had wanted the Respondent to produce invoices before then ceasing further correspondence with the Respondent after 28 October 2025. Consequently, the Respondent had paid £146 to the Applicant in respect of the return of the £480 deposit under deduction of the

least expensive costs that had been proposed to the Applicant in the Whatsapp message exchanges. The Respondent stated he had always taken action to resolve any issue the Applicant had raised while they were residing in the Property. As detailed in the Whatsapp communications, the Respondent had reacted to assertions made by the Applicant and removed elements of the costs being discussed to keep the level of monies to a minimum for the Applicant, for example he had removed the cost for a painter and decorator to redecorate the bedroom indicating the Respondent could undertake that work himself, also the costs for disposal of the damaged bedframe and replacement of same incorporating the price of a replacement mattress only. In response to the tribunal, the Respondent accepted that the photograph images produced as at 30 March 2026 had no accompanying, explanatory text and were not of good quality. Furthermore, in response to the tribunal, the Respondent confirmed that the paint and roller referred to in the Whatsapp messages between the parties had been purchased at a cost of £45, the carpet had been industrially cleaned at a cost of £60 (evidenced by receipts disclosed in the Whatsapp messages comprised in the case papers), the badly stained mattress (evidenced in a photograph) had been uplifted by the local authority for disposal at a cost of £10, and purchase of a replacement mattress estimated to cost £219 (from IKEA) remained outstanding due to the present proceedings. The Respondent explained he had been taken aback when he received service of the applications and felt the Applicant ought to have provided him with some kind of written notice to try and resolve the situation without the formality of the tribunal. In response to the tribunal, the Respondent confirmed he had handled disposal of the damaged bedframe himself and the £334 total expenditure retained by him comprised no labour costs relating to redecoration.

8. The Tribunal asked the Applicant's representative Mr Davies for any comment he wished to make regarding the position as stated by the Respondent. Mr Davies, on behalf of the Applicant, stated the Applicant had remarked the mattress type costed at £219 may not be like for like however the Applicant had conceded other expenditures may be valid (under exception specifically of costs regarding disposal and/or replacement of the bedframe). In light of the Respondent making a statement about giving consideration to a potential sale of the Property, Mr Davies wondered if money would actually be spent on a replacement mattress at all albeit the main issue for the Applicant was that they had not been given the opportunity to participate in evaluation of the relative costs by one of the approved tenancy deposit scheme administrators as a consequence of the Respondent's failure to lodge their deposit with any approved scheme. In response to the tribunal, the Applicant's representative Mr Davies accepted that the Respondent supplied a mattress in the Property used by the Applicant which later had been damaged and required to be replaced after the Applicant's tenancy had ended should the Respondent, now landlord registered, opt to rent the Property to a different tenant. The Tribunal gave all participating in the hearing a final opportunity to make any additional points or comment before making closing remarks.

Findings in Fact

9. The Respondent is the owner and the (former) landlord of the Property.
10. The Applicant is the (former) tenant of the Property in terms of a private residential tenancy agreement which commenced on 21 August 2024.
11. In terms of the tenancy agreement the deposit was £480. The Applicant paid the £480 deposit to the Respondent on or around 16 August 2024.
12. The Applicant moved out of the Property on or around 03 September 2025.
13. The Respondent incurred certain expenditures as a consequence of the condition of the Property at the end of the Applicant's tenancy. Costs incurred were as follows: £45 for paint and a roller to redecorate the bedroom; £60 to have the carpets industrially cleaned; £10 regarding disposal of the badly stained double mattress. Replacement double mattress from IKEA was estimated at a cost of £219 (that cost relating to a mattress only - no relative bedframe or divan and headboard). The overall expenditure and replacement mattress cost amounted to £334.00 in total.
14. The Respondent had retained the aforementioned sum of £334 and returned £146 to the Applicant on or around 04 November 2025.

Reasons for decision

15. The tribunal examined the images of Whatsapp message exchanges between the Applicant and the Respondent which accompanied the applications lodged by the Applicant, the Respondent's written submissions dated 30 March 2026 (including photographs) and 21 April 2026, and considered the oral submissions by Mr Davies on behalf of the Applicant and the Respondent.
16. The tribunal exercised the power within rule 17 of the 2017 rules and determined that a decision should be made at the CMD without a hearing.
17. The tribunal was satisfied from the evidence before it that the Respondent had mitigated the necessary expenditures to clean the carpets, redecorate the bedroom, and to dispose of the stained mattress with a view to replacement thereof in readiness to restore the Property to an adequately comparable condition to that utilised by the Applicant during the period of their occupation of the Property. The tribunal was also satisfied from the evidence before it that the Applicant accepted the Respondent would have expenditure to incur as a consequence of the condition of the Property when they left it on or around 03 September 2025. The tribunal considered the estimated cost of a double mattress incorporated in the £334 total expenditure figure to be a reasonable sum towards the Respondent's costs in order to restore the Property to its condition when let to the Applicant (noting the cost of a bedframe and labour to redecorate the bedroom were not included in the said £334 figure). The

tribunal considered the total expenditure sum of £334 to be reasonable. The Applicant's position that they had not been afforded an opportunity to put forward their assertions on such costs before a statutory approved tenancy deposit scheme administrator was noted with the circumstances around that position given fuller consideration in the related tenancy deposit application under Chamber reference. PR/25/4900.

18. The tribunal determined that £0.00 sum be repaid by the Respondent to the Applicant in relation to the balance of their deposit.

Decision

The tribunal grants an order for zero payment (£0.00) to be made by the Respondent 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.

Elaine Paton, Legal Member

29 April 2026