

Housing and Property Chamber
First-tier Tribunal for Scotland



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/25/5260

Re: 90 Medlar Road, Cumbernauld G67 3AN (“the Property”)

Parties:

Mhairi-Claire Peters and Stewart Peters, 15 Torcastle Crescent, Caol PH33 7EF (“Applicant”)

Gary Copland, 43 Overton Road, Strathaven ML10 6JP (Applicant’s Representative)

West View Park Homes Ltd, 32 Polwarth Gardens, Edinburgh EH11 1LN (“Respondent”)

Tribunal Members:

Joan Devine (Legal Member)

Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £1,013.23 should be made together with interest thereon at the rate of 5% per annum.

Background

1. The Applicant sought an order for payment of £1,387 plus interest. The Applicant had lodged a written submission summarising the claim; a tenancy agreement between the Applicant and the Respondent which commenced on 1 May 2023 and in which the monthly rent was £795; an email seeking to end the tenancy as at 30 September 2025; a letter setting out the Applicant’s claim dated 7 November 2025; a letter from the Respondent to the Applicant seeking to increase the rent from 1 April 2025 to £895 per month; copy messages between the Parties; rental listing for the Property and photographs of the Property. The Application was served on the Respondent by sheriff officer on 2 June 2026.

Case Management Discussion ("CMD")

2. A CMD took place on 8 July 2026 by conference call. The Mhairi Peters of the Applicant was in attendance and was represented by Mr Copland. There was no appearance by or on behalf of the Respondent.
3. Mr Copland told the Tribunal that the tenancy commenced on 1 May 2023; the rent was £795 per month and the deposit paid was £1,590. He said that the tenancy ended on 19 September 2025 and not 12 September 2025 as indicated in his written submission.
4. Mr Copland told the Tribunal that the deposit was held with Safe Deposits Scotland and that the Applicant had no contact with them regarding the return of the deposit. The tribunal noted the email exchanges where the Applicant seemed to agree to accept £1090 in settlement of the deposit. Mr Copland said that the Applicant did not agree to settle their deposit claim for £1090.
5. As regards the claim for payment of £80 in respect of the cost of removing rubbish from the Property Mr Copland said that the Property was let unfurnished but there was rubbish within the Property at the start of the tenancy and the Applicant incurred a cost of £80 to have it removed.
6. As regards the claim for rent overpaid in the period 1 April to 1 August 2025, Mr Copland said that the 4 page document lodged date 1 January 2025 is what was sent to the Applicant regarding the rent increase. He said it did not comply with the form of rent increase notice that should be used and does not contain all of the required information. He said that the Parties communicated about the rent increase and agreed to increase the rent to £850 per month. He said the Applicant did not know that they had a right to challenge the proposed increase. Mr Copland told the Tribunal that universal credit did not accept the rent increase notice as being valid. He said the payments received from universal credit did not cover all of the rent.
7. As regards the claim for rent overpaid on 1 September 2025, Mr Copland said that this should be revised to take account of a termination date of 19 September 2025. He agreed that the figure should be reduced to £346.50 being the difference between the payment made of £850 and the liability for rent for 19 days which was £503.50.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a tenancy agreement which commenced on 1 May 2023.
2. The tenancy came to an end on 19 September 2025.
3. The monthly rent in terms of the tenancy agreement was £795.
4. The Applicant paid to the Respondent a deposit of £1590 at the beginning of the tenancy.
5. The Property was let to the Applicant unfurnished but there was rubbish in the Property at the commencement date.
6. The Applicant incurred a cost of £80 to have rubbish removed from the Property at the beginning of the tenancy.
7. The Respondent sent a notice to the Applicant described as being a rent increase notice date 1 January 2025.
8. The notice dated 1 January 2025 did not comply with the form of rent increase notice prescribed by the Scottish Government.
9. The Applicant paid to the Respondent rent of £850 per month from 1 April to 1 August 2025.
10. The Applicant paid to the Respondent rent of £850 on 1 September 2025.
11. The Applicant received payment of £1,090 as part re-payment of the deposit paid by the Applicant at the start of the tenancy.
12. The Applicant agreed to certain deductions from the balance of the deposit which totalled £188.27 excluding rent overpayment.

Findings in Fact and Law

The Tribunal made the following findings in fact and law:

1. The Respondent is obliged to pay to the Applicant £80 in respect of the cost of removing rubbish at the start of the tenancy.

2. The Respondent not having followed the process to increase the rent in accordance with chapter 2 of the Private Housing (Tenancies)(Scotland) Act 2016, the rent increase was invalid.
3. The rent increase being invalid, the Respondent is obliged to pay to the Applicant £275 in respect of rent overpaid between 1 April and 1 August 2025.
4. The rent increase being invalid and the tenancy having ended on 19 September 2025, the Respondent is obliged to pay to the Applicant £346.50 in respect of rent overpaid on 1 September 2025.
5. The Respondent is obliged to pay to the Applicant £311.73 in order to return to the Applicant the balance of the deposit paid at the start of the tenancy.

Reasons for the Decision

8. The Applicant rented the Property from the Respondent on the basis it was unfurnished. On taking entry an amount of rubbish was found to be on the premises. The Applicant asked the Respondent to remove the rubbish but they did not do so. The Applicant incurred a cost of £80 to have the rubbish removed. The Applicant is entitled to recover that cost from the Respondent.
9. The Respondent sent to the Applicant a rent increase notice dated 1 January 2025 which did not accord with the form prescribed by the Scottish Government. The Respondent did not follow the process set out chapter 2 of the Private Housing (Tenancies)(Scotland) Act 2016 in order to increase the rent. The document stated to be a rent increase notice was invalid. The Applicant therefore overpaid the rent in the period 1 April to 1 August 2025 by the sum of £275.
10. The tenancy ended on 19 September 2025. The Applicant paid rent of £850 on 1 September 2025. The Applicant overpaid the rent on 1 September 2025 by the sum of £346.50.
11. The Applicant had paid a deposit of £1,590 at the start of the tenancy. Following discussions between the Parties £1,090 was repaid to the Applicant at the end of the tenancy in respect of the deposit. The Applicant agreed to deductions from the deposit of £188.27, leaving aside any issues regarding rent overpaid. The Applicant is entitled to receive the balance of the deposit of £311.73.
12. The Applicant is entitled to payment of the sums noted above of £80, £275, £346.50 and £311.73 which total £1,013.23. The Tribunal determined to award interest at the rate of 5% per annum.

Decision

The Tribunal grants an order for payment of £1,013.23 plus interest thereon at the rate of 5% per annum.

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.

**Joan Devine
Legal Member**

Date: 8 July 2026