



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 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/26/0811

Re: Property at 62/5 St Leonards Street, Edinburgh, EH8 9SW (“the Property”)

Parties:

Mr Gabriel Oghughu, 5 Manor Crescent, Aberdeen, AB167UF (“the Applicant”)

Misbah Javid, Merith House Hotel, 2-3 Hermitage Place, Leith, Edinburgh (“the Respondent”)

Tribunal Members:

Elaine Paton (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the sum sought by the Applicant did not fall due to be paid to them, therefore the application should be dismissed.

Background

1. An application was received by the Housing and Property Chamber (HPC) on or around 17 February 2026. The application was submitted under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application relates to repayment of the balance of a tenancy deposit paid by the Applicant to the Respondent regarding the Respondent’s occupation of the Property in terms of a tenancy arrangement which commenced on or around 30 November 2025. The application was lodged with supporting documents. The application was accepted by the Housing and Property Chamber (“HPC”) on 11 February 2026.
2. The application was referred to a case management discussion (“CMD”) to take place by teleconference on 21 August 2026 at 10am. Notification of the CMD

was given to the parties in terms of Rule 17(2) of the Rules and parties were advised they were required to participate. Said notification was served upon the Respondent by Sheriff Officers on 20 July 2026. Also served upon the Respondent at this time was the notification and application papers regarding the related tenancy deposit scheme application under Chamber Reference. PR/26/0803 being heard alongside the present application.

3. Both parties were invited to make written representations in advance of the CMD. On 07 August 2026, the Respondent lodged written submission and supporting documents with the Housing and Property Chamber ("HPC") administration which was crossed over to the Applicant. Correspondence was sent to the Respondent to advise that the tenancy papers lodged were illegible in parts and the document was incomplete therefore the full agreement in legible format was to be produced. The full and legible tenancy agreement was forwarded to the tribunal on the morning of the hearing, and had been crossed over to the Applicant also. No further representations or documents were received.

The CMD

4. The CMD took place on 21 August 2026 at 10am by teleconference. The Applicant and the Respondent were present and represented themselves.
5. The Tribunal had the following documents before it:- (1) Form F application form dated 17 February 2026; (2) evidence the tenancy arrangement details regarding the Property in terms of screenshots of WhatsApp messages exchanges between the Applicant and the Respondent's son who was handling communications with the tenants on behalf of his mother, the Respondent; (3) evidence of the agreed end date of the tenancy arrangement; (4) images purporting to relate to the condition of the Property at the end of the tenancy; (5) statement list of bank transactions; (6) bank transaction receipt detailing a sum of £1,650 was paid by the Applicant to the Respondent on or around 30 November 2025; and (6) emails from the three statutory approved tenancy deposit scheme providers stating the Applicant's deposit was not lodged with them, more particularly emails dated 16 February 2026 from Safe Deposit Scotland and the Letting Protection Scotland, and an email dated 17 February 2026 from My Deposits Scotland. Additionally, the Tribunal had before it the Respondent's written representations in response with accompanying documents including the full and legible copy tenancy agreement and invoice for £400 regarding cleaning costs.
6. The Tribunal explained the purpose of the CMD and asked the Applicant to present and clarify, as necessary, their submissions on the applications, before the Respondent, then presented her submissions in response. For the avoidance of doubt the following constitutes a summary of the key elements of the discussion and is not a verbatim account of the proceedings.
7. The tribunal checked with the Applicant that they had received the full legible copy of the tenancy agreement that had been crossed over to him shortly before

the hearing which he confirmed he had. The Applicant was given time to read the document and confirmed to the tribunal that he had now read this.

8. It was not disputed by the parties that the Applicant provided the requisite notice to the Respondent regarding the end of the tenancy arrangement and the end date of the tenancy was agreed as 15 February 2026, albeit the Applicant had moved out the previous day.
9. With regards the present application and in terms of explanation of the circumstances in the related tenancy deposit scheme application (PR/26/0803) both parties wanted to discuss their respective submissions and documents lodged regarding cleaning costs incurred after the tenancy end date and in connection with other bills arising subsequently. The tribunal noted the Respondent had submitted an invoice for a cleaning bill for the Property in the sum £400 (representing 5 hours x £80 per hour) which fell due to be paid by the tenants. The Respondent's submission suggested the Applicant was responsible for a cleaning bill in the sum £400. In response to the tribunal, the Respondent clarified that the bill for £400 related to the Property (not two bills of £400 to each tenant). The Respondent stated that the £400 cleaning bill had been settled by the other tenant, the Applicant's co-tenant. Responding to the tribunal, the Respondent confirmed that the cleaning company had been paid. The Respondent then explained to the tribunal that she had been left with a bill regarding unpaid utility bills that had not been settled by the tenant(s), asserting that her son's friend and the co-tenant had apparently paid monies to the Applicant regarding the utility bills and these had not been paid by the Applicant, also that the Applicant was responsible for the terrible condition the Property had been left in when the tenants left.
10. The tribunal reminded the parties that the present application was a claim by the Applicant that the Respondent should repay a balance of monies paid to her upon commencement of the tenancy and held by her throughout the Applicant's occupation of the Property. As part of that claim the Applicant suggested the balance of monies were not being returned to him as a sum of £400 was being retained by the Respondent regarding cleaning costs that he disagreed with. The tribunal stated to the parties that the co-tenant is not involved in the applications before the tribunal therefore the tribunal was not concerned with matters (if any) that may exist between the Applicant and the co-tenant.
11. The tribunal clarified with the Applicant then the Respondent in turn regarding the payments made by the Applicant and received by the Respondent during the currency of the tenancy arrangement. There was no dispute between the parties regarding the following:
 - (a) the Applicant paid £1,650 on 30 November 2025 regarding his share of the rent for the month of December 2025 (being £875) plus another £875 (held by the Respondent regarding the tenant's last month's rent);
 - (b) the Applicant paid rent of £825 for the month of January 2026;

- (c) The Applicant made no payment for the half-month rental sum of £412.50 for February 2026;
 - (d) The tenancy ended on 15 February 2026 and the Applicant had moved out before that date;
 - (e) The Respondent applied £412.50 of monies held by her towards the February half-month rental sum;
 - (f) No outstanding rent was due by the Applicant when the tenancy end at 15 February 2026.
12. The Respondent stated the balance of monies she held from the Applicant and his co-tenant (£825) was repaid to the Applicant's co-tenant, under explanation that the Applicant had become increasingly difficult to deal with towards the end of the tenancy arrangement and she requested the co-tenant pass on the Applicant's balance of £412.50. The Applicant confirmed that he had received return of £412.50 from his co-tenant although this had been some time later, possibly a couple of months or so.
13. The tribunal referred the Applicant to his application form and asked him if, on the basis of the discussion regarding the monies paid by him and received by the Respondent during his tenure of the Property, he believed he was due to be repaid any outstanding monies by the Respondent, his former landlord. The Applicant stated that no payment remained outstanding and due to be returned to him. Responding to the tribunal, the Respondent agreed that was the position. For the sake of completeness, the tribunal asked the parties to confirm that parties agreed the invoice for £400 cleaning costs had been paid to the cleaning company. Both agreed that was understood to be the position.
14. The Tribunal gave an opportunity to both the Applicant and the Respondent to make any additional points or comment before making closing remarks.
15. The Tribunal determined that no sum was outstanding and due to be paid by the Respondent to the Applicant, thus that no sum of monies had been withheld by the Respondent in relation to a charge for cleaning costs. Therefore, the tribunal dismissed the application.

Decision

15. The Tribunal dismissed the application.

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

21 August 2026