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 Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended ("the Regulations")

Chamber Ref: FTS/HPC/CV/26/1625

Re: Property at 49 Victoria Street, Livingston, EH54 5BQ ("the Property")

Parties:

Ms Abigail Valerio, 24 Poplar Grove, Livingston, EH54 5JB ("the Applicant")

Mr John Taylor, 13 Fulmar Brae, Livingston, EH54 6UY ("the Respondent")

Tribunal Members:

Nicola Weir (Legal Member)

Decision (in absence of the Applicant)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the application be refused.

Background

1. The application submitted on 14 April 2026 sought a payment order against the Respondent seeking repayment of the tenancy deposit of £960 that had been paid to him in respect of the tenancy. The tenancy had commenced on 1 February 2025 and ended around the end of October 2025/start of November 2025. Supporting documentation was submitted, including a copy of the tenancy agreement, bank statements and a volume of messages between the Applicant and Respondent. The Applicant claimed that the Respondent had refused to repay the deposit at the end of the tenancy as he alleged that she had caused damage to the toilet/toilet floor but had failed to provide her with proof of the costs of repair.

2. Following initial procedure, the Tribunal had accepted the application on 9 July 2026. Notification of the application was served on the Respondent by Sheriff

Officer on 15 September 2026, together with details of the Case Management Discussion ("CMD"). Details of the CMD were also notified to the Applicant.

3. On 5 October 2026, the Respondent emailed the Tribunal with his representations disputing the Applicant's claim. He claimed that he had incurred costs exceeding the amount of the tenancy deposit in rectifying the condition of the Property after the tenancy had ended and provided further details concerning this. He claimed to have incurred costs of £1,000 to rectify damage which had been caused to the bathroom floor, due to water spillage around the toilet, requiring the replacement of the floor. He also claimed that this was the second similar repair he had required to have carried out, the first time being a few months earlier. The Respondent further claimed that the carpets were left very dirty and that there were oil splashes on the kitchen wall, which the Applicant had agreed to clean off and then re-paint before vacating. The Respondent had provided the Applicant with the paint for this. He provided supporting documentation in the form of photographs, invoices and evidence of bank payments to the relevant contractor.

4. On 6 October 2026, the Applicant responded with email representations, pointing out that the Respondent had not had the bathroom flooring works done until December 2025, although she had left at the start of November 2025. The Applicant also stated that she did not think it was fair that the Respondent had charged her for works required due to issues left by previous tenants. She explained that she had taken the Property on in poor condition from the previous tenants and that the Respondent had been abroad at the time and not visited the Property until a few months after she had moved in.

Case Management Discussion

5. A CMD took place by telephone conference call on 11 November 2026, due to commence at 2pm. Only the Respondent, Mr John Taylor, was in attendance. The Tribunal delayed the commencement of the CMD for approximately 10 minutes to see if the Applicant would join late, but she did not do so. The Tribunal was satisfied that the Applicant had been notified of the arrangements and joining instructions for the CMD. It was accordingly decided to proceed with the CMD in her absence.

6. The Tribunal heard from Mr Taylor in respect of the application and noted his reasons for disputing the Applicant's claim. Reference was made to the written representations and supporting paperwork he had lodged with the Tribunal, together with the further representations lodged by the Applicant. Mr Taylor confirmed what the Applicant had said about her taking entry to the Property when he was abroad and that he had not had a chance to see the condition of the Property between the two tenancies. He explained this was because the Applicant had wanted into the Property as quickly as possible. However, Mr Taylor maintained that it was six or seven months into the tenancy before the Applicant raised with him the issues with the bathroom floor. She sought to blame the previous tenants but it was clear to him when he visited the Property that water was frequently being spilled on the bathroom floor around the toilet

by the Applicant and members of her family. He had arranged for the repair to be done and, although the Applicant had agreed to pay half of the costs, in the circumstances, she did not end up doing so. Mr Taylor had asked her to ensure that further damage was not caused in this way, but, when he visited the Property again towards the end of the tenancy, it was apparent that this was still happening. He raised this with the Applicant's husband on that occasion. Once the Applicant had vacated, Mr Taylor had visited the Property, noted that the bathroom floor was badly rotten and that water had again penetrated right through the wooden boarding under the floor covering. He explained that the replacement of the flooring is quite an extensive job as the toilet and bath required to be removed, as shown in the photographs he had produced. His contractor charged him £1,000 for the work involved and referred to the invoice and bank transaction details in this regard. He explained that, although the Applicant had vacated the Property, her husband attended at the Property into early November 2025, to attend to the kitchen painting and Mr Taylor himself was not able to visit the Property to inspect it until around 16 November 2025. He notified the Applicant at that time of the issues he had found with the Property. Mr Taylor confirmed it was into December 2025 before his contractor could attend to the bathroom and this is why he was not invoiced and did not pay for the work until late December 2025. In addition to the bathroom floor damage, Mr Taylor found the carpets very dirty with ingrained dirt and that the oil splashes had not been properly cleaned off or the walls properly painted. This required more remedial work on his part and, together with the bathroom floor costs, the costs to him had exceeded the amount of the tenancy deposit of £960. He could have claimed the additional costs involved from the Applicant but had decided not to do so. Mr Taylor confirmed that the Property had subsequently been re-let, but only after these remedial works had all been completed.

7. The Tribunal considered matters and decided that the application should be refused. Mr Taylor was thanked for his attendance at the CMD and informed that the relevant decision paperwork would follow.

Findings in Fact

1. The Applicant was the former tenant of the Property, by virtue of a Private Residential Tenancy which commenced on 1 February 2025.

2. The Respondent was the owner and landlord of the Property.

3. The rent in terms of the tenancy was £960 per calendar month.

4. The tenancy deposit also amounted to £960 and was paid to the Respondent by the Applicant in June 2025, several months after the tenancy had commenced.

5. At the commencement of the tenancy, the Respondent had been abroad and had not inspected the condition of the Property between the previous tenants vacating and the Applicant moving in.

6. During the tenancy, the Applicant raised maintenance-type issues with the Respondent and concerns regarding the high energy costs she was incurring.

7. In or around August 2025, the Applicant reported an issue with the bathroom floor which was inspected by the Respondent and found to have been damaged by water penetration caused by water spillage around the toilet.

8. The Respondent arranged to have a contractor repair/replace the damaged bathroom flooring in or around August 2025.

9. The Applicant gave notice to end the tenancy on 2 October 2025, the notice period being due to expire on or around the end of October 2025.

10. Towards the end of the tenancy, the Respondent visited the Property and noted oil splashes on the kitchen wall beside the cooker.

11. The Respondent requested the Applicant to clean the oil splashes off and thereafter re-paint the wall and supplied paint to the Applicant for this purpose.

12. The Respondent was also concerned that further water damage was being caused to the bathroom floor and raised this with the Applicant's husband.

13. On 4 November 2025, the Applicant's husband attended at the Property to paint the kitchen wall.

14. At the end of her tenancy, the Applicant repeatedly requested return of her tenancy deposit of £960 from the Respondent.

15. On or around 16 November 2025, the Respondent attended at the Property to inspect it and found extensive damage to the bathroom floor, dirty carpets and that the kitchen wall had not been properly cleaned of oil splashes or properly painted.

16. The Respondent notified the Applicant in this regard on 17 November 2025 and sent the Applicant photographs showing the condition of the Property.

17. The Respondent incurred costs of £1,000 to his contractor in December 2025 in respect of replacement of the bathroom floor.

18. The Respondent also incurred additional costs in respect of remediation of the carpets and the kitchen wall.

19. The Respondent incurred total costs in respect of rectifying the condition of the Property following the end of the tenancy which exceed the amount of the tenancy deposit.

20. The Respondent refused to return the Applicant's tenancy deposit to her.

21. The Respondent was entitled to return the Applicant's tenancy deposit in these circumstances.

Reasons for Decision

1. The Tribunal considered all of the background papers, including the application and supporting documentation from the Applicant, the response and supporting documentation lodged by the Respondent, the further written representations lodged by the Applicant in response and the oral information provided at the CMD by the Respondent.

2. The Tribunal considered that the Respondent had provided sufficient detail, together with supporting documentation, to justify his decision to retain the Applicant's tenancy deposit. He also answered questions from the Tribunal and provided explanation in respect of the further points made by the Applicant in her further written representations dated 6 October 2026. The Applicant had had the opportunity to attend the CMD to further counter the Respondent's position and to put forward any further information or arguments on her own behalf but had chosen not to do so. In the circumstances, the Tribunal considered that there was no requirement to fix an Evidential Hearing and that it was appropriate to determine the application at the CMD.

3. With reference to its Findings-in-Fact above, the Tribunal determined that the Respondent had been entitled to retain the Applicant's tenancy deposit of £960. The Tribunal accordingly refused the Applicant's application for a payment order against the Respondent in the sum of £960.

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.

Nicola Weir

Legal Member

11 November 2026
Date