



**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.**

**Chamber Ref: FTS/HPC/CV/3233**

**Re: Property at 2/1 Comely Bank Row, Edinburgh, EH4 1DY (“the Property”)**

**Parties:**

**Mr Pedro Moleirinho, Ms Laura Cekuolyte, 4 Drum Brae Grove, Edinburgh, EH4 7RZ (“the Applicants”)**

**Mrs Ruth Ball, 18 Comely Bank Avenue, Edinburgh, EH4 1EL (“the Respondent”)**

**Tribunal Members:**

**Lesley Ward (Legal Member)**

**Decision**

- 1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the respondent shall make payment to the applicants the sum of seven hundred and fifty pounds (£750).**
- 2. This was a case management discussion ‘CMD in connection with an application in terms of rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, ‘the rules’ and s71(1) of the Private Housing (Tenancies) (Scotland) Act 2016, ‘the Act’ to recover a tenancy deposit. There was a second application before the tribunal in terms of rule 103 seeking a penalty in terms of the Deposit Scheme Regulations. The applicants attended the CMD. The respondent did not attend but was represented by Mr Angus Knox of Ask Financial Management Services.**

3. The tribunal had before it the following copy documents:

- (1) Application dated 29 December 2021.
- (2) Private Residential Tenancy Agreement ('PRT') dated 2 March 2021.
- (3) Extract from the Scottish Landlord Register.
- (4) Text messages dated 6 October 2021.
- (5) Bank statements.
- (6) Email from respondent's representative dated 14 March 2021
- (7) Email from applicant to Respondent's representative dated 24 November 2021.
- (8) Land certificate.
- (9) Correspondence from the tenancy deposit companies.
- (10) Email from respondent's representative with photographs dated
- (11) Email from applicants to respondent's representative dated 12 November 2021.
- (12) Text messages dated 6, 8 November 2022.
- (13) Email from the respondent's representative to the tribunal dated 24 February 2022.

## **Case management discussion**

### **Matters agreed**

1. It was agreed that the parties entered into a PRT on 2 March 2021 for let of the property. The applicants took entry on 5 March 2021. They paid a deposit of £1000 directly to the respondent on 2 March 2021 but it was agreed on 14 March 2021 that the sum of £150 would be deducted from the deposit for cleaning when the applicants left the property as they had a pet dog. The deposit due to be lodged was £850. It was agreed that the deposit had not been returned to the applicants.

### **The applicants' position**

2. The applicants dealt directly with the respondent when they viewed the property. They attended at Mr Knox's office to sign the lease. They did not receive any check in report and the property was clean when they took entry. The respondent agreed that they could have a dog in the property and the sum of £150 would be retained to cover any extra cleaning when they left. The respondent attended at the property unannounced on 5 October 2021 when they were due to move out. They were in the process of cleaning the property and she agreed that they could hand in the keys to Mr Knox on 6

October 2021. The respondent did not inspect the property and there was no check out report. They asked for their deposit back on 6 November 2021. On 11 November 2021 they received an email from Mr Knox with a set of photos which stated there were a 'list of items that they had to attend to'. They have not had the deposit returned. It was not lodged in a deposit scheme and has been retained by the respondent. The applicants dispute that they left the property in a dirty condition. The applicants wish to have matters resolved today and they would be prepared to accept that the sum of £100 is deducted from the sum due to them is reasonable in all of the circumstances.

### **The respondent's position**

3. The respondent accepts that she has retained the deposit of £850 and this is due to her contention that the property was left in a dirty condition and the £150 was insufficient to cover the cost of cleaning. The respondent would be prepared to accept the sum of £100 in respect of the cleaning if the flat. At a recent meeting between the parties the applicants had conceded that they could have left the cooker and windows in a cleaner condition.

### **4. Findings in fact**

- The respondent is the owner of the property.
- The applicant rented the property from the respondent from 5 March 2021 until 6 October 2021.
- The applicants paid a deposit of £1000.
- The parties agreed that the sum of £150 would be deducted from the deposit and used for cleaning on the applicants' departure.
- The respondent has failed to return the deposit of £850.

### **Reasons**

5. The parties agreed at the CMD that in an effort to resolve matters the sum of £100 should be deducted from the deposit owed to the applicants. The tribunal accordingly granted an order for this sum.

### **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.

A large black rectangular redaction box covering the signature of the Legal Member.

**Legal Member**

17 March 2022

**Date**