



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Regulation 9 of the Tenancy Deposit
Schemes (Scotland) Regulations 2011**

Chamber Ref: FTS/HPC/PR/18/2047

Re: Property at 73 Stonebank, Ladywell, Livingston, EH54 6HF (“the Property”)

Parties:

Mrs Laura Williams, 37 Almondell Road, Broxburn, EH52 5QG (“the Applicant”)

**Mrs Amanda Brown, 29 Great King Street, Edinburgh, EH3 6QR (“the
Respondent”)**

Tribunal Members:

Colin Dunipace (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that**

This matter called before me as a Case Management Discussion George House, 126 George Street, Edinburgh on 25 October 2018. At this Discussion the Applicant, Mrs Laura Williams was present accompanied by her mother as a supporter, as was the Respondent, Mrs Amanda Brown. Neither party was represented at this Discussion.

The Application related to the lease of the subjects at 73 Stonebank, Ladywell, Livingston, EH54 6HF, a lease having been entered into between the parties on 1 September 2015. As part of this Tenancy Agreement it was agreed by the parties that a Deposit in the sum of £625 be paid by the Applicant at the outset of the Tenancy. It was a matter of agreement between the parties that this deposit was paid by the Applicant and was received by the Respondent in that sum. The tenancy came to an end, and upon leaving the property the Applicant sought the return of her deposit. At that time it would appear that the deposit was not returned due to a number of reasons such as ongoing repairs which do not now form the subject matter of this Application. In the course of her ongoing discussions with the Respondent the Applicant ascertained that the deposit had not been paid into one of the Approved Schemes.

This Application was subsequently made under Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

Having addressed the parties at the Case Management Discussion I ascertained that the Respondent did not dispute the fact that the deposit had not been paid into one of the approved schemes and that this was due to an oversight on the part of the Respondent, who had initiated the process of paying the sums into the Scheme but had subsequently not completed the process. The Respondent accepted that this had been an oversight on her part. The Respondent thereafter indicated that she had required to carry out various works to the property following the departure of the Applicant and also that there were substantial arrears of rent which were due to her. The Respondent confirmed that she had not raised an Application in relation to these arrears.

Having explored matters further with the Applicant I ascertained that she was simply seeking an order for payment in relation to the amount of her deposit in the sum of £625, and that she was not seeking any further payment in this regard. The Respondent indicated that she would not be opposed to such an Order, although it was noted that there had been discussions between the parties to the effect that this sum would be utilised by the Applicant to reduce the outstanding arrears due in respect of the property. It was noted however that any such agreement was not enforceable within the context of this Application.

Given the apparent agreement between the parties I concluded that an Order might appropriately be made at this stage without the necessity of a full Hearing. Accordingly I made the following Findings in Fact:

- The parties entered into a Tenancy Agreement in respect of the subjects at 73 Stonebank, Ladywell, Livingston, EH54 6HF, a lease having been entered into between the parties on 1 September 2015. It was agreed as part of this Tenancy Agreement that a Deposit in the sum of £625 be paid by the Applicant at the outset of the Tenancy.**
- The deposit of £625 was timeously paid by the Applicant.**
- At the conclusion of the lease the deposit had not been returned by the Respondent to the Applicant.**
- The Respondent did not make payment of the deposit which had been paid into one of the Approved Deposit Schemes.**

Accordingly and for the foregoing reasons I dispensed with the need for a full Hearing and determined that an Order should be made for payment by the Respondent to the Applicant in the sum of £625 in terms of Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

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.

Colin Dunipace

Legal Member/Chair

25/10/10
Date