



**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/20/2374

Re: Property at 15 Murray Road, Invergordon, IV18 0JG (“the Property”)

Parties:

Miss Caitlin Moth, 136 Flat 6, Coul Park, Alness, IV17 0RD (“the Applicant”)

Mr Scott Murdoch, Parklands, Invergordon, IV18 0LJ (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the respondent to the applicant of the sum of £1575 be made.

Background

- 1. The applicant applied to the First-tier Tribunal on 9 November 2020. The application was in respect of a deposit that she had paid in respect of the rental of the property at 15 Murray Road, Invergordon IV18 0JG.**
- 2. Sent with the application were various other documents including an advertisement on Gumtree together also with correspondence between the parties.**
- 3. The application was received on 30 November 2020 by the Tribunal.**
- 4. The application was accepted on 14 December 2020.**

5. The application was sent out to parties on 21 December 2020 and served by Sheriff Officer on 22 December 2020.
6. The respondent has provided a written response.

Case Management Discussion

7. The case management discussion was held by teleconference.
8. The applicant through her representative Mr Rattray from the Citizens Advice Bureau in Alness attended on the teleconference.
9. The respondent had provided information confirming that he was abroad and unlikely to be in the country until the end of March 2021. He could have instructed an agent to represent him but chose not to do so.

Findings in Fact

10. The parties entered into a Tenancy Agreement on or about 15 July 2020.
11. The monthly rent was due to be £525 with a deposit of £525.
12. The applicant made payment of two sums of £500 on 13 July 2020 and in addition a further £50 on 20 July 2020 which was the payment to both the month's rent in advance and also the deposit.
13. On 15 August 2020 the tenancy came to an end. The locks were changed on the property.
14. The deposit was never protected in a Government approved scheme.
15. The deposit has not been returned to the applicant.

Reasons for decision

16. The respondent was aware of the date of the case management discussion. The respondent sent in a note. He advised that he was abroad, not returning until March 2021 and with the limited use of a telephone and wifi. This did not indicate why he was unable to instruct anyone to attend on his behalf.
17. The respondent acknowledged renting the property to the applicant. The respondent indicated that there was antisocial behaviour from the applicant. He alleged that she was dealing drugs from the property. The respondent acknowledged that he did not want her staying in the property. According to the respondent the applicant asked for the deposit back but she refused entry to the property which resulted in the respondent getting the locks changed.

According the tenancy seemed to have ended in a unilateral manner by the respondent.

18. In any event the respondent acknowledges that the deposit was never placed in a Government approved scheme. The deposit has not been returned. The respondent indicates that there was damage to the property and bills had not been paid.

19. It may be entirely accurate what the respondent has indicated in terms of how the applicant dealt with the property but the essence of this application is that the respondent did not place the funds into a Government approved scheme. He accepts that he didn't. He accepts that the deposit was not repaid. The whole purpose of the scheme is to allow disputes between landlord and tenant to be resolved regarding deposits. By his actions the respondent has failed to allow that to happen.

20. Whether or not the respondent's grievances in connection with the applicant are correct is now immaterial. This is not a case of a landlord having inadvertently forgotten to place the monies into a scheme. The respondent acknowledged that he simply didn't and has simply kept the money.

21. Accordingly this case appears to be at the more serious end of the scale of culpability. In the circumstances an award of three times of the deposit will be made. That sum is £1,575.

Decision

22. To make an order for payment by the respondent to the applicant of the sum of £1,575.

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.

Mark Thorley
Legal Member/Chair

5 February 2020
Date