

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 Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/PR/19/3736

**Re: Property at Flat 1/L, 15 Stafford Street, Aberdeen, AB25 3UP ("the
Property")**

Parties:

**Mr Ibrahim Mohammadi, 70 Great Northern Road, Flat G / R, Aberdeen, AB24
3PT ("the Applicant")**

**Mr Clarke Shepard, Flat 3, 69 Alderney Street, Pimlico, London, SW1V 4HH
("the Respondent")**

Tribunal Members:

Andrew McLaughlin (Legal Member)

Decision (in absence of the Respondent)

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

- **Background**

This Application was originally raised under Rule 103 and was seeking an order for Payment in respect of a deposit that was not returned to the Applicant following the ending of a tenancy. The Applicant had been a tenant of the Respondent at a property at Flat1/L, 15 Stafford Street, Aberdeen.

The Application enclosed a tenancy agreement between the parties which commenced on 21 September 2015 and provided for a monthly rent of £700.00 to be paid by the Applicant to the Respondent. The tenancy also stated that a deposit of one months' rent was to be paid by the Applicant to the Respondent as a deposit. The Applicant confirmed by email to the Tribunal that his tenancy ended on 1 July 2019. The Applicant requested the Tribunal make a Payment Order for £500.00 which the Applicant considered was a fair amount considering there would have

been some cleaning costs which should have been properly deducted from the deposit.

When the Application was received by the Tribunal, the Legal Member of the Tribunal who first considered the Application determined that this Application should be treated as an Application in respect of Rule 70 as it was seeking a Payment Order for the retention of the deposit amount itself rather than compensation for the non- registration of a deposit.

- **Case Management Discussion**

The Application called for a Case Management Discussion at 2pm by way of a conference call. The details of the conference call and a description of how parties could join the conference call had been served on the Respondent by Sheriff Officers at the Respondent's home address supplied by the Applicant and referred to in the tenancy on 12 December 2019.

The Applicant was in attendance on the conference call. The Tribunal delayed commencing the Case Management Discussion until 14:10 to allow the Respondent time to join. The Tribunal thereafter decided to proceed with the Case Management Discussion in the absence of the Respondent.

The Applicant stated that he wanted the Tribunal to make a Payment Order in the sum of £500.00 for the reasons set out in the Application.

- **Findings in Fact**

The Tribunal made the following findings in fact:-

- I. The parties were parties to a tenancy at the Flat 1/L, 15 Stafford Street, Aberdeen by virtue of a tenancy which commenced on 21 September 2015.
- II. The Applicant was the tenant and the Respondent was the landlord.
- III. The tenancy was a short assured tenancy.
- IV. The Tribunal has jurisdiction to make an order
- V. The Applicant paid the Respondent a deposit of £700.00 as per the terms of the tenancy.
- VI. The tenancy ended on 1 July 2019.
- VII. The Respondent has not returned the deposit to the Applicant despite requests.
- VIII. £200.00 of the deposit should not be returned to the Applicant on account of cleaning costs justifiably incurred by the Respondent at the end of the tenancy.
- IX. The Respondent has retained £500.00 of this deposit from the Applicant without good cause.

- **Reasons for Decision.**

Condition Five of the tenancy produced provides, amongst other things, that:

" The Landlord will be entitled to deduct all monies due at outgo (sic) from the deposit and retain the same. The balance of the deposit will thereafter be returned to the Tenant."

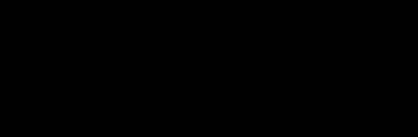
The Tribunal therefore considers that the Respondent is contractually obliged to return the balance of £500.00 to the Applicant.

- **Decision**

The Tribunal therefore grants the Application and makes a Payment Order in favour of the Applicant against the Respondent in the sum of £500.00. The Tribunal was asked for interest to run on that sum until payment. The Tribunal orders that interest shall run on that sum at the rate of 8 per cent per year from today's date until payment.

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.



Legal Member/Chair

20/1/2020.

Date