



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules') in relation to an application for civil proceedings relative to a Private Residential tenancy under Rule 111 of the Procedure Rules.

Chamber Ref: FTS/HPC/CV/25/4776

Re: 2/2, 2 Primrose Street, Glasgow, G14 0TE ("the Property")

Parties:

Emily Mochan residing at 134 Mulben Crescent, Glasgow, G14 0TE ("the Applicant")

Justin Parsons and Alison Parsons residing at 104 Essex Drive, Glasgow, G14 9LX ("the Respondents")

Tribunal Member: Jacqui Taylor (Legal Member)

1. Background

The Applicant submitted an application to the Tribunal dated 11th November 2025 for payment.

Section 5(b) of the application was in the following terms:

'On 25th January 2025 I moved into the property as noted above and paid £700 deposit. On 29th July 2025 only £500 of this deposit was put in a safe deposit Scotland scheme (155 days out with the stipulated time). The remaining £200 was never protected under a scheme for the entirety of the tenancy to 1st October 2025 leaving her vulnerable and unprotected as a tenant.'

Section 5(c) of the application was in the following terms:

'I would like to receive the money back (£200) from my landlords that was not placed into a deposit scheme.'

2. Documents lodged with the Tribunal with the Application

Documents lodged with the Tribunal by the Applicant were:

2.1 A copy of the private residential tenancy agreement between the parties. Clause 5 of the agreement stated that the start date of the tenancy was 25th January 2020.

2.2 Two emails from Safe Deposits Scotland to the Applicant dated 28th October 2025.

2.3 A copy of a bank transaction on 24th January 2020 which states 'Alison Deposit and Rent £1200.'

2.4 A copy of a text message dated 1st September advising that the Applicant's move out date was 1st October 2025.

2.5 A message that states that the Landlord has requested payment of the deposit of £500 and a response from the Tenant is required by 10th December 2025.

3. Notice of Acceptance.

By Notice of Acceptance by Mary- Claire Kelly, Convener of the Tribunal, dated 13th November 2025, she intimated that she had decided to refer the application (which application paperwork comprised documents received between 5th November 2025 and 11th November 2025) to a Tribunal.

4. The Respondents' Written Representations.

The relevant sections of the Respondent's written representations are as follows:

'This case concerns a technical and unintentional shortfall in the amount of deposit lodged with SafeDeposits Scotland. The Applicant paid £620, not the £750 she states in her application, leaving the landlord under-protected by £130 for the entire duration of the tenancy. Of the £620 actually received, £500 was lodged with SafeDeposits Scotland, and the Applicant was notified of this at the time. Only £120 remained unprotected, and the £500 that was lodged was lodged five months late, during the early stages of the COVID-19 pandemic.....Amount still owed to tenant by landlord £120 Available since October 2025.'

5. 'The Case Management Discussion.

This case called for a conference call Case Management Discussion (CMD) Conference call at 14.00 on 24th April 2026.

The parties attended.

5.1 The parties agreed the following facts:

5.1.1 The lease agreement between the parties of the Property 2/2, 2 Primrose Stret, Glasgow, G14 0TE was a private residential tenancy.

5.1.2 The Applicant had been Tenant of the Property.

5.1.3 The tenancy had started on 25th January 2020.

5.1.4 The Respondent, Alison Parsons, is heritable proprietor of the Property in terms of Land Certificate title number GLA42472.

5.1.5 The Respondents had been the Landlords of the Property in terms of the lease between the parties.

5.1.6 The tenancy ended on 1st October 2025.

5.1.7 The rent due in terms of the lease was £500 per month. In terms of clause 7 of the lease the initial rent payment for the period 25th January 2020 to 29th February 2020 was £580.

5.1.8 Clause 10 of the lease states that a deposit of £750 was due by the Tenant at the start of the tenancy.

5.1.9 The Applicant had paid the sum of £1200 to the Respondents on 24th January 2020 which comprised £580 rent and £620 towards the deposit.

5.1.10 The Respondents lodged the sum of £500 with SafeDeposits Scotland on 29 July 2020.

5.1.11 Safe Deposit Scotland adjudicated the deposit of £500 that had been lodged with them and paid £280 to the Respondents with the balance of £220 being paid to the Applicant.

5.1.12 The Applicant is due £120 refund of the balance of the deposit paid by her.

6. Decision.

The Tribunal determined that the Respondents are due to pay the Applicant the sum of £120 in respect the balance of the deposit she paid at the start of the tenancy and accordingly they issued an Order for Payment in this sum.

7. 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: Jacqui Taylor

Date: 24th April 2026

