



**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/24/3016**

**Re: Property at 18 Lyness Court, Polmont, Falkirk, FK2 0SQ (“the Property”)**

**Parties:**

**Dr James Crossley, 77 Windsor Road, Falkirk, Stirlingshire, FK1 5HB (“the Applicant”)**

**Mr Steven Docherty, 19 Lyness Court, Stirlingshire, Falkirk, FK2 0SQ (“the Respondent”)**

**Tribunal Members:**

**Mark Thorley (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent to the Applicant in the sum of One Hundred and Twenty Pounds (£120) be made**

- Background

The applicant applied to the tribunal by application dated 1<sup>st</sup> July 2024. Accompanying the application was a copy of the tenancy agreement, together also with evidence of the date of termination of the tenancy. The application was accepted for determination on 4<sup>th</sup> July 2024.

On 9<sup>th</sup> October 2024 the respondent provided written representations. The respondent in these representations confirmed that the deposit had not been placed in a safe deposit scheme.

- The Case Management Discussion

Both parties attended at the teleconference. The respondent confirmed what he had already said in his written representation. This was a mistake not to have placed the deposit within a scheme The applicant indicated that. All he wanted was for this acknowledgement. He did not seek any financial award.

- Findings in Fact

Parties entered into a lease agreement for the rental of the property at 18 Lyness Court, Polmont

The commencement date on the tenancy was 15<sup>th</sup> July 2023.

Rent was to be paid at the rate of £650 per month and a deposit was paid in the same amount.

The deposit was not placed within a safe deposit scheme.

The tenancy came to an end on 31<sup>st</sup> May 2024

The respondent has other properties that he rents out.

There was a dispute between parties regarding damage to the property.

- Reasons for Decision

The parties agreed that the deposit had not been placed any safe deposit scheme. The period of lease was under a year. Monies had been returned to the respond to the applicant. There remained an ongoing dispute regarding cost of repairs. Although the applicant was not insistent upon an award being made the tribunal concluded it was incumbent upon them to mark the failure to place the deposit within a scheme by a financial penalty. That amounted to the disputed damage

- Decision

For an order for payment by Respondent to the Applicant of the sum of £120

## **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:** Mark Thorley

**Date:** 24 October 2024