



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 10 of the Tenancy Deposit  
Schemes (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/24/2871**

**Re: Property at 2/2 30 Aberdour Street, Glasgow, G31 3NJ (“the Property”)**

**Parties:**

**Ms Noemi Luisa Ammaturo, 21 Abercromby Square, Glasgow, G40 2LR (“the Applicant”)**

**Mr John Reilly, 3/2 118 Whitehill Street, Glasgow, G31 2LT (“the Respondent”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an order for payment against the Respondent in favour of the Applicant in the sum of £50.**

**Background**

1. The Applicant submitted an application under Rule 103 for an order for payment on the basis that it was said that the Respondent had failed to comply with the Tenancy Deposit Schemes (Scotland) Regulations 2011.
2. By decision dated 2 July 2024, a Convenor of the Housing and Property Chamber having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. The Tribunal issued letters on 26 September 2024 informing both parties that a case CMD had been assigned for 5 November 2024, which was to take place by conference call. In that letter, the parties were also told that they were required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient

information and considers the procedure to have been fair. The Respondent was invited to make written representations by 17 October 2024.

4. The Tribunal received emails from the Respondent on 4 November 2024, requesting a postponement of the CMD. The Tribunal granted that request.
5. On 14 March 2025, the Tribunal issued a letter by email to both parties advising that a further CMD had been assigned for 8 May 2025 to take place by conference call and joining details were provided.

### **The case management discussion**

6. The Applicant joined the conference call and represented herself. The Respondent did not join the call and the discussion proceeded in his absence. The Tribunal explained the purpose of the CMD. The Applicant confirmed that the tenancy started on 1 March 2021 and ended on 30 April 2024. She paid a deposit of £495 on 19 February 2021. She contacted the Respondent in April 2021 to check that her deposit was secured in an approved scheme. She received an email on 16 April 2021 from Safe Deposits Scotland advising her that her deposit had been protected from 15 April 2021. After the tenancy ended, the parties had a dispute about the return of the Applicant's deposit and that dispute was resolved using the adjudication process of Safe Deposits Scotland.
7. The Applicant agreed with the Tribunal that the deposit was secured on the 34<sup>th</sup> day after the tenancy started. Having considered the papers and heard from the Applicant the Tribunal decided that the Respondent breached the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the 2011 Regulations"). The Applicant was advised that the breach was at the lower end of the scale and that the Tribunal would consider what level of payment order was appropriate and thereafter issue a written decision to the parties.

### **Findings in Fact**

8. The parties entered into a private residential tenancy which commenced 1 March 2021.
9. The Applicant paid a deposit of £495 to the Respondent before the commencement of the tenancy.
10. The Respondent paid the Applicant's deposit to Safe Deposits Scotland on 15 April 2021.
11. The Respondent failed to comply with his duty in terms of Regulation 3 of the 2011 Regulations in respect that the deposit paid by the Applicant was not paid to an administrator or an approved scheme within 30 working days as required.

### **Reason for Decision**

12. The Tribunal proceeded on the basis of the written documents which were before it and the information provided by the Applicant at the CMD. The Respondent did not lodge any written representations or participate in the CMD. The Respondent secured the Applicant's deposit within an approved scheme but that was done 4 days late.
13. The Regulations exist to protect a tenant's deposit and to provide the benefit of dispute resolution, if required.
14. The terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 are mandatory and state *"A landlord who has received a tenancy deposit in connection with a relevant tenancy must, within 30 working days of the beginning of the tenancy-*
  - (a) pay the deposit to the scheme administrator of an approved scheme;*
  - and*
  - (b) provide the tenant with the information required under regulation 42."*
15. The Tribunal was satisfied that the Respondent failed to comply with his duties in terms of that regulation. It was the Respondent's duty to pay the deposit to the scheme administrator within 30 working days and although he secured the deposit, he was late in doing so. The Tribunal was mindful that the deposit was not protected for a very short period of time. The Tribunal also took account of the fact that the parties used the adjudication process at the end of the tenancy to resolve their dispute about the deposit.
16. The Tribunal considered that its discretion in making an award requires to be exercised in a manner consistent with the case *Jenson v Fappiano (Sheriff Court) (Lothian & Borders, Edinburgh) 28 January 2015*. It must be fair, just and proportionate and informed by taking account of the particular circumstances of the case.
17. The Tribunal considered the decision of the Upper Tribunal (UTS/AP/19/0020) which states: *"Cases at the most serious end of the scale might involve: repeated breaches against a number of tenants; fraudulent intention; deliberate of reckless failure to observe responsibilities; denial of fault; very high financial sums involved; actual losses caused to the tenant, or other hypotheticals."*
18. The Tribunal considered that the present case is one the most minor of breaches of the Regulations and an appropriate sanction for failure to comply with the duties was to order the Respondent to pay the Applicant £50. There was no evidence that the Respondent repeated the breach in relation to other tenants, no evidence of deliberate or reckless failure to comply with the 2011 Regulations and there was no actual loss to the Applicant.

## **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.**

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**Nicola Irvine**  
**Legal Member/Chair**

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**8 May 2025**  
**Date**