



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Regulation 3 of the Tenancy Deposit  
(Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/24/3832**

**Re: Property at 1/1 6 Tullis Gardens, Bridgeton, Glasgow, G40 1AF (“the  
Property”)**

**Parties:**

**Ms Chloe Strathdee, Miss Catriona Norman, 5 Roman Road, Balforn, Glasgow,  
G63 0PW; 1/1 11 Fortrose Street, Partick, Glasgow, G11 5NU (“the Applicant”)**

**Mr Frank Christie, 145 Dalmarnock Road, Glasgow, G40 4NB (“the  
Respondent”)**

**Tribunal Members:**

**Alison Kelly (Legal Member)**

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

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for payment should be made.**

**Background**

1. The Applicant lodged an application on the 20<sup>th</sup> August 2024 under Rule 103 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) seeking a sum under the Tenancy Deposit (Scotland) Regulations 2011.
2. Lodged with the application were :
  - a. Tenancy Agreement between the parties which purported to be a Short Assured Tenancy commencing on 30<sup>th</sup> June 2023 with a rent of £900 per month and a deposit of £900;

- b. Copy bank statement showing the payment of the deposit being made;
  - c. Copy email dated 28<sup>th</sup> March 2024 sent by the Applicants to the respondent giving notice to end the tenancy as at 30<sup>th</sup> June 2024;
  - d. Emails from the three tenancy deposit schemes confirming that the deposit is not lodged with them.
3. The papers were served on the Respondent by Sheriff Officers on 18<sup>th</sup> February 2025.

### **Case Management Discussion**

- 4. The Case Management Discussion (“CMD”) took place by teleconference. The Applicants were represented by the First Named Applicant, Miss Strathdee. The Respondent did not dial in and was not represented.
- 5. The Chairperson introduced herself and explained the purpose of a CMD in terms of Rule 17.
- 6. Miss Strathdee confirmed that the Applicants had taken the tenancy of the property, and it commenced on 30<sup>th</sup> June 2023. They had paid a deposit of £1000 to the respondent. She said they gave notice on 28<sup>th</sup> March 2024, and they had both moved out by the end of June 2024. During the tenancy they never received any notification that the deposit had been placed in a tenancy deposit scheme.
- 7. Miss Strathdee said that after they vacated the property she sent an email, on 8<sup>th</sup> July 2024, to the Respondent asking for return of the deposit. He replied on 22<sup>nd</sup> July 2024 saying that there were some issues including electricity bills, cleanliness and damage to the shower door seal. He also said that a plate and a pan needed to be replaced. Miss Strathdee said that the Applicants did not agree that there were issues with the electric bills, the cleanliness or the shower door, but did accept the pan and plate needed to be replaced.
- 8. Miss Strathdee said that the Respondent continued to refuse to return the deposit, and she therefore raised the Tribunal application. When she told the Respondent she had done so he returned the deposit, less £35 for the plate and pan, which sum was agreed by the Applicants.
- 9. Miss Strathdee had no knowledge of any other rental properties which the Respondent has.

### **Findings In Fact**

- i. The Applicants and Respondent entered in to a tenancy agreement for the property commencing on 30<sup>th</sup> June 2023;

- ii. The tenancy agreement purported to be a Short Assured Tenancy despite it not being possible to constitute a Short Assured Tenancy since December 2017;
- iii. The Applicants paid a deposit of £1000 to the Respondent;
- iv. The Respondent did not pay the deposit in to an approved scheme;
- v. The tenancy came to an end on 30<sup>th</sup> June 2024;
- vi. The Applicants raised the Tribunal application within the three month period laid down in Regulation 9(2) of the Tenancy Deposit (Scotland) Regulations 2011;
- vii. The Applicants contacted the Respondent but he refused to return the deposit;
- viii. The respondent returned the deposit when the Applicants told him that they had raised an application with the Tribunal.

## Reasons For Decision

10. The Application has been brought under the Tenancy Deposit (Scotland) Regulations 2011, based on a failure of the Respondent of her duties under Regulation 3, and seeking a payment in terms of Regulation 10.

Regulation 3 is as follows:

*3.—(1) 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.*

*(2) The landlord must ensure that any tenancy deposit paid in connection with a relevant tenancy is held by an approved scheme from the date it is first paid to a tenancy deposit scheme under paragraph (1)(a) until it is repaid in accordance with these Regulations following the end of the tenancy.*

*(3) A “relevant tenancy” for the purposes of paragraphs (1) and (2) means any tenancy or occupancy arrangement—*

*(a) in respect of which the landlord is a relevant person; and*

*(b) by virtue of which a house is occupied by an unconnected person,*

*unless the use of the house is of a type described in section 83(6) (application for registration) of the 2004 Act.*

*(4) In this regulation, the expressions “relevant person” and “unconnected person” have the meanings conferred by section 83(8) of the 2004 Act.*

Regulation 10 is as follows:

*10. If satisfied that the landlord did not comply with any duty in regulation 3 the First-tier Tribunal—*

*(a) must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit; and*

*(b) may, as the First-tier Tribunal considers appropriate in the circumstances of the application, order the landlord to—*

*(i) pay the tenancy deposit to an approved scheme; or*

*(ii) provide the tenant with the information required under regulation 42.*

11. The Tribunal found Miss Strathdee to be wholly credible and reliable.
12. Regulation 3 imposes an obligation on a landlord who has received a tenancy deposit in connection with a relevant tenancy and the obligation is to place it in to an approved scheme within 30 working days of the beginning of the tenancy.
13. The Tribunal has discretion in deciding what the Respondent should be ordered to pay. Serial offenders, i.e. landlords with multiple properties who do not place deposits in schemes are at the upper end of the scale. Renting out a property is a commercial decision/running a business, and there are laws and regulations in place to protect parties who enter in to tenancy agreements. These must be complied with. Some of the reasons for the Regulations are to protect the tenant's deposit, as the money belongs to the tenant, and also to provide a fair and impartial mechanism for adjudicating on whether a deposit should be returned to a tenant, or some or all be retained by the landlord. The Tribunal has power to award a sum equivalent to up to three times the amount of the deposit.
14. The Tribunal considers this case to be in the middle of the scale. The Respondent should have known of his obligation in terms of Regulation 3. The fact that he has used the wrong tenancy agreement could suggest that he has not checked on his obligations prior to letting the property. The Respondent should have been aware of his obligations as a landlord, he should have researched them prior to renting out the property. The situation is exacerbated

by the fact that the Respondent attempted to retain the deposit in relation to the alleged condition of the property at the end of the tenancy. As noted in paragraph 13, one of the purposes of the Regulations is to provide independent adjudication on such matters. Taking all of these facts in to account the Tribunal considers that an award of £1500 is appropriate.

### **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.**

# A Kelly

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**Legal Member/Chair**

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**Date: 28/03/2025**