



**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 (Regulations)**

**Chamber Ref: FTS/HPC/PR/25/0632**

**Re: Property at 2/1, 114 Dalmarnock Road, Bridgeton, Glasgow, G40 4DD (“the  
Property”)**

**Parties:**

**Ms Sian Martis, Miss Ayesha Mathur, B-51, Sector-14, Raghunath Vihar,  
Kharghar, Navi Mumbai, Maharashtra, 410210, India; 1-82, First Floor, South  
City-2, Sector 50, Gurugram, 122018, India (“the Applicants”)**

**Mr Gregory Dykes, UNKNOWN, UNKNOWN, G20 9TE (“the Respondent”)**

**Tribunal Members:**

**Alan Strain (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Respondent pay the sum of £1,834 to the  
Applicants.**

**Background**

**This is an application under Regulation 9 of the Regulations and Rule 103 of *The  
First-tier Tribunal for Scotland Housing and Property Chamber (Procedure)  
Regulations 2017 (Rules)* in respect of an alleged failure to protect a tenancy deposit.**

**The Tribunal had regard to the following documents lodged in advance of the Hearing:**

1. Application received 13 February 2025;
2. Email and text exchange between the Parties regarding tenancy and deposit payment on 1 November 2022;
3. PRTA commencing 4 November 2022;
4. Correspondence between the Parties confirming tenancy end date and non-return of deposit.

## Case Management Discussion (CMD)

The case called for a CMD by conference call on 28 May 2025. The Applicants participated and represented themselves. The Respondent did not participate and was not represented.

The Tribunal delayed the start of the CMD to see if the Respondent would participate but they did not.

The Tribunal were satisfied that the Respondent had received notification of the Case Management Discussion and that the Tribunal could determine the matter if it considered it had sufficient information to do so and the procedure was fair. The notification also advised the Respondent that they should attend and the Tribunal could determine the matter in absence if they did not.

The Tribunal then considered the documentary evidence it had received from the Applicants. The Tribunal also ascertained from the Applicants that the Respondent was an experienced landlord and had other rental properties.

In so far as material made the following findings in fact:

1. The Parties let the subjects under a PRTA commencing 4 November 2022;
2. The Applicants paid a deposit of £917;
3. The Applicants vacated the Property on 4 January 2025 and the deposit was not repaid to them;
4. The Respondent refused to repay the deposit and had not protected it in an approved scheme;
5. The Respondent was an experienced landlord with other rental properties;
6. The deposit had not been protected for the duration of the tenancy and had not been returned to the Applicants.

## Decision and Reasons

It was clear that the tenancy deposit had not been protected in breach of the regulations. Having made those findings it then fell to the Tribunal to determine what sanction should be made in respect of the breaches. In so doing the Tribunal considered and referred to the case of ***Russell-Smith and others v Uchegbu [2016] SC EDIN 64***. The Tribunal considered what was a fair, proportionate and just sanction in the circumstances of the case always having regard to the purpose of the Regulations and the gravity of the breach. Each case will depend upon its own facts and in the end of the day the exercise by the Tribunal of its discretion is a balancing exercise.

The Tribunal weighed all the factors and found the following factors to be of significance:

- (a) The Respondent was an experienced landlord and let other properties;
- (b) The deposit had not been protected for the duration of the tenancy and had not been returned to the Applicants.

The Tribunal consider and find that this was not a breach that could be said to have been at the lower end of the scale given the Respondent's knowledge and experience. Nor could it be said this was a breach which should have been at the higher end of the scale as this was not a case where there had been repeated breaches.

In the circumstances the Tribunal considered the breach to be towards the middle end of the scale. The Tribunal considered the sum of £1,834 to be a fair, proportionate and just sanction in the circumstances of the case.

### **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: Alan Strain**

**Date: 28<sup>th</sup> May 2025**