Housing and Property Chamber
First-tier Tribunal for Scotland

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulations 9 and 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the 2011 Regulations")

Decision following review

Chamber Ref: FTS/HPC/PR/24/3964

Re: Property at 22/8 Great Junction Street, Edinburgh, EH6 5LA ("the Property")

Parties:

Ms Fengxia Wang, 2F1, 35 Buccleuch Place, Edinburgh, EH8 9JS ("the Applicant")

Mr Rana Islam, 33 Coombewood Drive, Romford, Essex, RM6 6AB ("the Respondent")

Tribunal Members:

Sarah O'Neill (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Respondent failed to comply with his duties under Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the 2011 Regulations"). The Tribunal therefore makes an order requiring the Respondent to pay to the Applicant the sum of £1100.

Background

1. An application was received from the Applicant on 28 August 2024 seeking a payment order under Rule 103 of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 ("the 2017 rules"). The Applicant sought an order for payment in respect of the Respondent's alleged failure to lodge the tenancy deposit paid by the Applicant with an approved tenancy deposit scheme within 30 working days of the beginning of her tenancy, as required by Regulation 3 of the 2011 Regulations. The order sought was for £1650, being three times the deposit of £550.

2. Attached to the application form were:

   (i) Copy private residential tenancy agreement between the Applicant and Ms Gurasees Kaur Pruthi and the Respondent and Shahan Islam, which commenced on 30 December 2023.
   (ii) Copies of email correspondence between the parties.
   (iii) Copies of various WhatsApp/text messages between the parties dated 27 May 2024.
   (iv) Copy undated email to the Applicant from Citizens Advice Edinburgh.
   (v) Emails/confirmations addressed to the Applicant from each of the three approved tenancy deposit schemes, confirming that they did not hold a deposit registered against her name in respect of the property.

3. The application was accepted on 2 September 2024. Notice of the case management discussion (CMD) scheduled for 11 March 2025, together with the application papers and guidance notes, were served on the Respondent by sheriff officers on behalf of the Tribunal on 13 February 2025. The Respondent was invited to make written representations in relation to the application by 25 February 2025.

4. The Tribunal issued a direction to the Applicant on 17 February 2025 asking her to provide a receipt or other written evidence to show that she had paid a deposit of £550 to the Respondent. A response was received from the Applicant on the same date.

5. Written representations were received from the Respondent on 3 March 2025.

6. Further submissions were received from the Applicant on 4, 5, 6 and 10 March 2025.

The case management discussion

7. A CMD was held by remote teleconference call on 11 March 2025 to consider both the present application and the accompanying civil proceedings application (reference no: FTS/HPC/CV/24/4038). The Applicant was present on the teleconference call and represented herself. She was accompanied by a supporter, Mr Gordon Maloney. The Respondent was present on the teleconference call and represented himself.

8. A Mandarin interpreter, Ms Lisa Tervit, was also present, as requested by the Applicant. The Applicant told the Tribunal that she did not require to have everything that was said during the CMD interpreted. She may, however, need an interpreter if there was anything she was having difficulty in understanding. In the event, she did not require anything to be interpreted during the CMD.

Preliminary issue

9. The Tribunal chairperson noted that lengthy submissions amounting to more than 100 pages and some video evidence had been received from the Applicant on 5, 6 and 10 March, which was less than a week before the CMD. In terms of the Tribunal's rules, any documents should be lodged no later than 7 days prior to a hearing. The Tribunal did not consider that it was reasonable to accept this evidence given its volume, as neither the Tribunal nor the Respondent had had sufficient notice of this in advance of the CMD.

10. Both parties had raised a number of issues in their submissions which were not necessarily directly related to the matter at issue. The Respondent had submitted testimonials from two previous tenants and had made allegations about the Applicant's behaviour and her motivations in making the application. The Applicant had refuted these allegations and had made reference in her application to various other issues relating to the tenancy, such as notice requirements and notification of a rent increase.

11. The chairperson noted that the main issue to be determined by the Tribunal was whether the Respondent had complied with his duties under the 2011 Regulations in relation to the Applicant's tenancy deposit.

Further procedure and review of the decision

12. Following the CMD, the Tribunal considered that it was able to make sufficient findings to determine the case without the need for a hearing, and that to do so would not be contrary to the interests of the parties. On 17 March 2025, the Tribunal issued a decision that the Respondent had failed to comply with his duties under Regulation 3 of the 2011 Regulations. The Tribunal made an order requiring the Respondent to pay to the Applicant the sum of £825. The decision was sent to the parties on 18 March 2025.

13. On 24 March 2025, an email was received from the Respondent requesting permission to appeal the decision on the ground that the sanction imposed on him by the Tribunal was excessive and unfair. On 6 May 2025, the Tribunal refused permission to appeal on the grounds that the permission to request raised no arguable points of law.

14. On 30 March 2025, an email amounting to 53 pages was received from the Applicant, requesting a review of the Tribunal's decision for various reasons. The Tribunal decided on 12 May 2025 that it was necessary in the interests of justice to review its decision, because in reaching that decision:

    1) the Tribunal did not take into account the document titled "Evidence of Landlord's Other Unlawful Practices" which the Applicant submitted on 3 March 2025, due to an administrative error.

2) the Tribunal had not taken into consideration the Respondent's alleged failure to comply with other aspects of tenancy laws in Scotland as a potential aggravating factor in assessing the sanction to be applied.

15. The Tribunal issued a direction to the parties on 12 May 2025, inviting them to submit within 14 days their views on whether the application could be determined without a hearing. A copy of the document titled "Evidence of Landlord's Other Unlawful Practices" which the Applicant submitted on 3 March 2025 was also issued to the Respondent alongside the decision of 12 May 2025.

16. A response to the Tribunal's direction was received from the Respondent on 18 May 2025. This included a lengthy response to the document titled "Evidence of Landlord's Other Unlawful Practices". The Respondent also requested that the Tribunal conclude the matter without any further hearing and stated that he had no objection to the Tribunal making a decision by reviewing his response and evidence.

17. A response was received from the Applicant on 19 May 2025, stating that she agreed the matter could be determined without a hearing. She said that she believed that with the review, the Tribunal would be able to reach a fairer and more appropriate decision, taking into account several key factors that may not have been fully considered previously. The Applicant again raised some of the other issues raised in her original review request.

18. A further email was received from the Applicant on 1 June 2025, responding to the Respondent's email of 18 May 2025 with regard to the alleged breaches of other tenancy laws. A further email was received from the Respondent on 5 June 2025 in response to the Applicant's email of 1 June 2025. The Tribunal did not take these emails into account as they were not received within 14 days of the direction being issued. They were not in any case directly relevant to the question of whether the Tribunal's decision of 11 March 2025 should be reviewed.

19. On 19 June 2025, the Tribunal decided to set aside its decision of 11 March 2025, in terms of section 44 (1) (b) of the Tribunals (Scotland) 2014 Act. It then decided to re-make the decision without a hearing on the basis of all the evidence before it, as both parties had indicated that they did not wish the matter to be considered at a further hearing. This is the remade decision following the review.

The Applicant's submissions

20. The Applicant confirmed at the CMD that she sought an order for £1650, being three times the amount of her £550 tenancy deposit. She said that the

Respondent had not paid her tenancy deposit into an approved scheme within 30 working days of the commencement of her tenancy. She and her co-tenant, Ms Giurasees Kaur Pruthi, had entered into a joint tenancy with the Respondent and Shahan Islam, which commenced on 30 December 2023. She had paid a deposit of £550 to the Respondent on 11 December 2023 in advance of the tenancy start date.

21. She said that she had reminded the Respondent at least twice before the start of her tenancy that he must pay her deposit into a scheme, but he had failed to do so.

22. She said that the Respondent had threatened her in a response to one of her WhatsApp messages asking him about the deposit the day before the tenancy started. He had said that if she did not trust him and was not happy with his answers to her questions, she should find somewhere else to live.

23. She had contacted the Respondent on 29 April 2024 and told him she wished to move out of the property on 30 May 2024. He had said that her deposit would be returned to her within two weeks of moving out, which demonstrated that it had not been protected. On or around 10 June 2024,she had contacted each of the three tenancy deposit schemes to confirm which scheme held her deposit. Each of the schemes had responded confirming that they did not hold her deposit, and she had submitted evidence of this.

24. On 15 June 2024, the Respondent returned the sum of £535 to her in respect of her deposit, having deducted the sum of £15. He said this was to compensate her flatmate, Ms Pruthi, regarding the Applicant's alleged failure to top up the electricity which had resulted in Ms Pruthi's food going bad in the fridge while she was away from the property. The conjoined civil proceedings application was for a payment order for £15 in respect of this deduction.

25. The Applicant argued that had her deposit been protected, a decision on that claim would have been made by the tenancy deposit scheme. Because her deposit was not protected as it should have been by law, she was left in a vulnerable position. The Respondent knew that her deposit should have been protected, but had failed in his legal obligation to ensure that it was protected.

26. The Applicant said at the CMD, and in her written submissions of 3 March 2025, that she had found the whole experience very stressful, and wished to ensure that landlords like the Respondent were no longer able to exploit tenants like herself. She said that because the Respondent had failed to place her deposit into an approved scheme and had intimidated her into finding alternative accommodation just before her scheduled move-in day, she experienced severe anxiety and emotional distress, which forced her to seek professional help for her mental well-being.

27. In her written submissions of 3 March 2025, the Applicant included a screenshot of a search which she had conducted on the Safe Deposits Scotland website for the deposit paid by her previous flatmate, Ms Pruthi. The Applicant said that there was no record of any deposit, and that this demonstrated that Ms Pruthi's deposit had not been lodged with the scheme, as the Respondent claimed. She suggested that when she had discussed the deposit with Ms Pruthi at the start of her tenancy, she did not mention that her deposit was protected under a tenancy deposit scheme. The Applicant suggested that the Respondent had therefore also failed to protect Ms Pruthi's deposit as required by law, and that there may have been a pattern of non-compliance.

28. In her submissions of 3 March 2025, the Applicant also alleged that the Respondent had breached various other tenancy laws. Her allegations included that the Respondent had:

- tried to unlawfully increased her rent without complying with the legal requirements
- unlawfully given her a twelve month tenancy agreement and told her that she required to give two months' notice if she wished to leave
- unlawfully deducted £15 from her deposit
- posted an unlawful discriminatory rental advertisement
- failed to provide her with legally required safety certificates

The Respondent's submissions

29. The Respondent confirmed that the Applicant had paid him a deposit of £550 on 11 December 2025. He denied that he had threatened her as she alleged, and said that it had been difficult to please her. She was impatient and had asked him repeatedly within a short timescale about paying the deposit into a scheme. He knew that he was required to pay the Applicant's deposit into an approved scheme and reassured her that he would do this. She had not given him time to do this, however. Regarding the alleged threatening message he had sent to the Applicant, he said that he was simply explaining to her that if she did not like the way he did things, she had the choice to leave.

30. He said that taking the £550 deposit in advance was standard practice to secure the property for the prospective tenant. If they changed their mind and decided not to move into the property, as sometimes happened, the deposit would be refunded. Until the Applicant had paid a month's rent in advance on 29 December 2023 and then moved into the property, he was unsure about whether she would move in.

31. The Respondent acknowledged that he had not paid the Applicant's tenancy deposit into an approved scheme. He said that he had tried to do so, but had

experienced procedural and technical difficulties with this.

32. In April 2023, Ms Pruthi and another former tenant, Ms Vani Shankar, had entered into a twelve month tenancy agreement for the property. Ms Pruthi was the principal tenant and the agreement was drawn up in her sole name. At that time, he had registered a deposit of £1100 with Safe Deposits Scotland in Ms Pruthi's name. In December 2023, due to a sudden change in her family circumstances, Ms Shankar had to return to India. She had recommended the Applicant as a replacement tenant. He had contacted Safe Deposits Scotland to release Ms Shankar's £550 deposit, but they told him it could not be released as it was in Ms Pruthi's name and her tenancy had not ended. He had therefore given Ms Shankar £550 from his personal funds to avoid any delays, because he believed he had a duty to pay the deposit back to her within two weeks.

33. After the Applicant moved in, he had tried to register her deposit with Safe Deposits Scotland, but was unable to do so online. He had contacted the scheme administration and was advised that as the property was a single dwelling, rather than an HMO, there was already a deposit registered in Ms Pruthi's name. It was not possible to register a new deposit against a different name for the same property. The scheme administrator had said they would come back to him regarding a possible solution, but they had not done so.

34. He had then experienced a family crisis and had to go abroad for 7-8 weeks during March and April 2024. During that time, he had completely forgotten about the matter, and the Applicant had not reminded him. When he returned home, he received an email from the Applicant saying that she wished to end her tenancy.

35. From that point, he maintained communication with the Applicant. She had reminded him on 11 June 2024 about her deposit, but he could not repay it until he was able to travel to Edinburgh to inspect the property. Having done so, he repaid £535 to her on 15 June 2024. He had tried not to get involved in the dispute between the Applicant and Ms Pruthi over the spoiled food, but had eventually taken action to deduct £15 from the Applicant's deposit, as they had been unable to resolve the matter between themselves.

36. The Respondent said that he had been a landlord for 23 years and had never previously had an application of this nature brought against him. He rents out four properties in England. This property is his only rental property in Scotland, which he has had for around 4-5 years.

37. The Respondent accepted that he had failed to secure the Applicant's deposit in an approved scheme, but said that this had been a technical breach and an unintentional oversight. He argued, however, that the Applicant had suffered no financial loss as a result because he had personally protected her deposit

and returned it to her shortly after the end of her tenancy. He expressed doubts about the extent of the suffering which had been caused to the Applicant. He asked the Tribunal to use its discretion in making its decision and consider what real harm the Applicant had suffered.

38. The Tribunal chairperson noted that the Respondent had not produced evidence that he had lodged Ms Pruthi's deposit into Safe Deposits Scotland. She asked whether he was able to submit this to the Tribunal during the CMD. He said that it would be difficult to do so as he was not at home and would need to go through all of his files, as Ms Pruthi had moved out of the property around 6 months ago. He said that he did not wish to delay matters to allow him to produce these, and wished the Tribunal to make a decision now. The Tribunal notes that the Respondent did not produce any evidence that he had lodged Ms Pruthi's deposit in a scheme in his submission of 18 May 2025.

39. In his written response of 18 May 2025 to the Applicant's submission of 3 March 2025, he refuted the various allegations made regarding his alleged breach of other tenancy laws.

Findings in fact

40. The Tribunal made the following findings in fact:

- The Respondent is the joint owner (with Shahan Islam) and registered landlord of the property.
- The Applicant and Ms Giurasees Kaur Pruthi entered into a private residential tenancy agreement with the Respondent and Shahan Islam, which commenced on 30 December 2023.
- The rent payable under the tenancy agreement was £1100 per month.
- The tenancy agreement stated that the tenancy deposit amount was "TBC". It also stated that the scheme administrator would be "TBC".
- The tenancy was a 'relevant tenancy' in terms of the 2011 regulations.
- The Applicant paid a tenancy deposit of £550 to the Respondent on 11 December 2023.
- The Respondent did not pay the Applicant's tenancy deposit into an approved tenancy deposit scheme.
- The Applicant left the property on 29 May 2024, as agreed with the Respondent.
- The Respondent repaid to the Applicant the sum of £535 in respect of her deposit on 15 June 2024, having deducted £15 in respect of spoiled food belonging to Ms Pruthi.
- The Respondent was aware of his responsibilities under the 2011 regulations.

The relevant law

41. Rule 3(1) of the 2011 regulations provides that *"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.*

42. A tenancy deposit is defined in the 2011 regulations as having the meaning conferred by section 120 (1) of the Housing (Scotland) Act 2006 ('the 2006 Act). That section states:

"A tenancy deposit is a sum of money held as security for –
(a) the performance of any of the occupant's obligations arising under or in connection with a tenancy or an occupancy arrangement, or
(b) the discharge of any of the occupant's liabilities which so arise."

Reasons for decision

43. The Tribunal considered that it was able to make sufficient findings to determine the case without the need for a hearing, and that to do so would not be contrary to the interests of the parties. In making its decision, the Tribunal carefully considered all of the evidence before it. This included the Applicant's review request of 30 March 2025, the Applicant's submission of 3 March 2025 titled "Evidence of Landlord's Other Unlawful Practices" and both parties' responses to the Tribunal's direction of 12 May 2025 (which included the Respondent's response to the Applicant's submission of 18 May 2025). In doing so, it applied the civil burden of proof, which is the balance of probabilities.

44. The Respondent admitted that he had failed to comply with the duty under Regulation 3(1) of the 2011 Regulations to pay the Applicant's deposit into an approved tenancy deposit scheme within 30 working days of the start of the tenancy. The Tribunal chairperson explained to the parties at the CMD that the Tribunal was therefore obliged to make an order requiring the Respondent to make payment to the Applicant, in terms of rule 10 of the 2011 regulations. The Tribunal must then consider the sum which the Respondent should be ordered to pay to the Applicant, which could be any amount up to three times the amount of the tenancy deposit.

45. The amount of any award is the subject of judicial discretion after careful consideration of the circumstances of the case, as confirmed by the Inner House of the Court of Session in the case of *Tenzin v Russell 2015 Hous. LR. 11*.

46. The Tribunal considered what the appropriate sanction would be in the circumstances, based on all of the evidence before it.

47. In considering the appropriate level of payment order to be made in the circumstances, the Tribunal considered the need to proceed in a manner which is fair, proportionate and just, having regard to the seriousness of the breach (Sheriff Welsh *in Jenson v Fappiano* 2015 GWD 4-89).

48. The Tribunal noted the view expressed by Sheriff Ross in *Rollet v Mackie* ([2019] UT 45) that the level of penalty should reflect the level of culpability involved.

49. The Tribunal did not consider that any of the aggravating factors which might result in an award at the most serious end of the scale as noted by Sheriff Ross were present in this case. The Respondent was aware of his duty to protect the Applicant's deposit, and had admitted that he had failed to do so. As Sheriff Ross noted, at para 13 of his decision: *"The admission of failure tends to lessen fault: a denial would increase culpability".*

50. The Respondent had suggested in his written submissions that the Applicant had been unfair and dishonest in making her application and that her intentions were 'questionable". The Respondent was, however, at fault in having failed to pay her tenancy deposit into a scheme and had admitted doing so. The Applicant had a legal right to make an application to the Tribunal under the 2011 Regulations. Her motivations in doing so were irrelevant.

51. The Respondent was primarily focused on the fact that to his mind the Appellant had not suffered a financial loss. The extent of any financial loss suffered by the tenant is, however, only one factor among many to be considered in assessing the level of any penalty.

52. The Tribunal considered the various factors to be taken into account as set out in *Rollet v Mackie.* The Tribunal did not consider that there had been fraudulent or deliberate intention on the part of the Respondent in failing to place the Applicant's deposit into an approved scheme. While the Respondent did not appear to have a good grasp of his legal responsibilities as a landlord, he seemed to believe that he had taken a pragmatic approach given the circumstances. While he had failed to follow the matter up with the tenancy deposit scheme, he did appear to have made some initial attempts to register the Applicant's deposit.

53. The Tribunal found that the available evidence did not support a conclusion that there had been repeated breaches against previous tenants. The Applicant alleged that the Respondent had not paid Ms. Pruthi's deposit

into an approved scheme, and suggested that there may have been a pattern of non-compliance. The Tribunal notes, however, that as the Respondent pointed out, the Applicant's search on the Safe Deposits Scotland website would not have been able to locate any deposit paid by another tenant as this information is held securely and cannot be accessed by anyone other than the parties involved. Moreover, by the time she conducted this search, Ms Pruthi had moved out.

54. The Respondent did not produce documentary evidence that Ms Pruthi's deposit had been registered with Safe Deposits Scotland, either prior to the CMD or in subsequent correspondence. He had submitted an email from Ms Pruthi stating that her deposit was well protected and was returned to her shortly after she left the property. While this did not necessarily confirm that her deposit was protected within an approved scheme, the Tribunal accepted the Respondent's evidence regarding the difficulty in registering the Applicant's deposit because there was already a deposit registered in Ms Pruthi's name against the property.

55. The Tribunal considers that the correct course of action by the Respondent would have been to: 1) notify the tenancy deposit scheme that Ms. Pruthi's previous tenancy had ended and refund her deposit from that tenancy, and 2) register a new deposit in both tenants' names in relation to the new tenancy which began on 30 December 2023. This would have ensured that both the Applicant's and Ms Pruthi's deposits were appropriately protected.

56. Because the Respondent had not done this, the Applicant's tenancy deposit had been left unprotected for her entire tenancy. This had caused her difficulties at the end of the tenancy. While it was true that the Respondent had returned the vast majority of her deposit, he had retained the sum of £15 in respect of Ms Pruthi's spoiled food. While her financial loss was small, the Applicant was denied the opportunity to dispute this through an approved tenancy deposit scheme. She had to make an application to the Tribunal in order to dispute the deduction made by the Respondent.

57. The Tribunal notes that the Respondent is based in England and has only one rental property in Scotland. As a landlord in Scotland, the Respondent has a responsibility to ensure that he is complying with the necessary legal requirements. Alongside his lack of awareness of some of the other requirements of tenancy law, as discussed below, his failure to follow the correct course of action with regard to the Appellant's deposit suggests a degree of recklessness with regard to observing his legal responsibilities.

58. With regard to the alleged breaches of other aspects of tenancy law, The Tribunal noted at the CMD that the Respondent appeared to be unclear as to the purpose of the tenancy deposit. Although he later referred to it as a security deposit, at one point he appeared to suggest that it was in fact a

holding deposit, which is unlawful in Scotland. He also referred several times to his duty to return the tenancy deposit within two weeks of the end of the tenancy.

59. The Respondent also appeared to be unaware that private tenancy agreements in Scotland have taken the form of a private residential tenancy (PRT) agreement since 1 December 2017, and that these have no stated end date. Despite having used such an agreement, he referred to a short assured tenancy, and said that the Applicant had assured him she would stay for at least 12 months. He had then told her that if she stayed in the property for less than 12 months she was required to give 2 months' notice. While he did not insist on this in the end, he appeared unaware that the required notice period for a tenant in relation to a PRT is 28 days.

60. The Tribunal notes, however, that the current legislation requires both joint tenants to give notice. The situation is complex where there are two or more joint tenants in a property who may wish to leave at different times

61. With regard to the other alleged breaches of tenancy law by the Respondent, the Tribunal did not hear evidence about these at the CMD. The unlawful deduction from the Applicant's deposit is considered elsewhere in this decision. The Tribunal granted an order against the Respondent for £15 on 17 March 2025 in respect of the accompanying civil proceedings application (reference no: FTS/HPC/CV/24/4038.

62. It appears from the Respondent's submission of 18 May 2025 that he is unaware of the requirement to serve a rent increase notice on the tenant at least 3 months before the increase is to take effect.

63. The evidence before the Tribunal did not substantiate the other allegations regarding a discriminatory advertisement and a failure to provide safety certificates to the Applicant.

64. The Tribunal notes, however, that this application concerns whether the Applicant's tenancy deposit was lodged with an approved scheme. It is not for the Tribunal to make a ruling on any of the other alleged breaches of tenancy laws. The fact that the Respondent does not appear to have followed certain other aspects of tenancy legislation with regard to the Applicant's tenancy is only one of a range of factors which the Tribunal has taken into account in reaching a decision on the sanction to be applied.

65. The Tribunal noted that the Applicant's tenancy was short, having lasted only five months. The sum involved, while not insignificant to the Applicant, was comparatively low. While the whole matter had caused the Applicant

some distress, the actual financial loss caused to her was also fairly low, given that most of her deposit had been returned.

66. Taking all of the above considerations into account, the Tribunal considered that an award at the mid to upper level of the possible penalty scale would be appropriate. It therefore determined that an order for £1100, representing twice the amount of the tenancy deposit paid, would be appropriate in this case.

Decision

67. The Tribunal determines that the Respondent has failed to comply with the duty in terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 to pay a tenancy deposit to the scheme administrator of an approved scheme within the prescribed timescale. The Tribunal therefore makes an order requiring the Respondent to pay to the Applicant the sum of £1100.

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.

Sarah O'Neill

27 June 2025

Legal Member/Chair **Date**