

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 Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011

Chamber Ref: FTS/HPC/PR/25/0880

Re: Property at 7/1 Damside, Edinburgh, EH4 3BB (“the Property”)

Parties:

Ms Ananstasiia Shestova, 43/3 Stenhouse Avenue, Edinburgh, EH11 3EY (“the Applicant”)

Ms Marjory Brydon, care of Calton Living Ltd , 21 Circus Lane, Edinburgh EH3 6SH (“the Respondent”)

Tribunal Members:

Richard Mill (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order be granted against the respondent in the sum of £500

Introduction

This is an application under Rule 103 and Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

The Case Management Discussion took place by teleconference on 8 August 2025 at 10.00 am. The applicant joined the hearing and represented her own interests. The respondent did not participate and was not represented. Calton Living Ltd had been in active correspondence with the tribunal and were fully aware of the hearing. They were called after 10am and the tribunal waited some further time to allow them to join but they did not. It was not in the interests of justice to delay determination of the application as all material facts are clearly vouched.

Preliminary Issue

The respondent's representative had submitted in representations that the application was time barred. The tribunal rejected this submission. The tenancy ended on 28 November 2024. In terms of Regulation 9(2) of the 2011 Regulations any application under the Regulations must be made to the Tribunal no later than 3 months after the tenancy has ended. The application is dated 25 February 2025 and date stamped 27 February 2025 (clear from the terms of page 2 of the 68 page .pdf bundle. This is within the relevant 3 month period.

The respondent's representative asserts that the tenant did not submit their application until 6 March 2025 but this is incorrect. It was made timeously and is not time barred. Whilst the Chamber asked for further details these were provided quickly (the applicant was asked on 5 March 2025 and replied on 6 March 2025). If she had been asked at the time her application was submitted she would have replied within the three month period. Her further submissions and amended application was just that – amendment of her timeously lodged application. It was not a new application. The application before the tribunal is competent.

Findings and Reasons

The property is 7/1 Damside, Edinburgh EH4 3BB. The applicant is Ms Anastasiia Shestova who is the former tenant. The letting agent is Calton Living Ltd and the landlord is Marjory Brydon. The parties entered into a private residential tenancy in respect of the property which commenced on 18 June 2023. The rent was £1,150 per month.

The applicant paid £530.76 by way of deposit. This is confirmed in clause 11 of the tenancy agreement and the applicant has provided evidence of the transfer of this sum on 1 June 2023. The written tenancy agreement between the parties specifies that the scheme administrator is SafeDeposits Scotland. The applicant has produced email confirmation from that scheme dated 15 January 2024 confirming that the deposit was not protected until 20 September 2023. This is out with the 30 day period. The tribunal attached significant weight to this documentary evidence. The respondent believed and understood that her agents would have acted timeously and in accordance with the Regulations.

The Tribunal was satisfied that the respondent failed to comply with the duty in Regulation 3. Regulation 10 requires the Tribunal to make an Order against the respondent to pay to the applicant an amount not exceeding three times the amount

The Tribunal is satisfied that the respondent has failed to act diligently and professionally and failed to account to the applicant in a proper manner. The respondent employed a professional letting agent and may have a right of relief against them. It is her statutory duty to comply with the regulations.

In all the circumstances, the Tribunal ordered that the respondent pays to the applicant the sum of £500. This is less than the deposit itself but is a fair and proportionate sum

in the circumstances. The deposit was protected although not timeously so. The applicant received the full deposit back at the end of the tenancy without difficulties. The public require to have confidence that residential landlords are operating fairly and that their deposits are secured in accordance with the law in force in Scotland.

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.

8 August 2025

Legal Member/Chair

Date