



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

Chamber Ref: FTS/HPC/PR/25/1385

**Re: Property at 1/19 Bothwell House, Bothwell Street, Edinburgh, EH7 5YL ("the
Property")**

Parties:

**Mr Omer Zaza, Flat 16, The Cascade, 200A Bonnington Road, Edinburgh, EH6 5GH
("the Applicant")**

**Mr David O'Neill and Mrs Leigh O'Neill, Sintex 144 Route de Thionville,
Luxembourg, L2610, Luxembourg ("the Respondents")**

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision

At the Case Management Discussion ("CMD") which took place by telephone conference on 17 September 2025 the Applicant was in attendance. The Respondents were not in attendance but were represented by their agent, Ms Alison Tennant of Littlejohns Ltd, Edinburgh ("Littlejohns").

Prior to the CMD the Tribunal had received additional written submissions from the parties namely:-

- i. Email from the Applicant dated 10 September 2025; and
- ii. Emails from Ms Tennant for the Respondents dated 4 and 10 September 2025.

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that –**

Background

The Tribunal noted the following background:-

- The Respondents per their agents, Littlejohns, previously leased the Property to the Applicant in terms of a Private Residential Tenancy Agreement ("the First PRT") that commenced on or around 22 May 2023.

- The deposit paid by the Applicant to the Respondents in terms of the First PRT was £1,075 which was remitted to Safe Deposits Scotland timeously and was protected from 5 June 2023.
- The Respondents per their agents subsequently leased the Property to the Applicant and Ms Malek Lewis in terms of a Private Residential Tenancy Agreement ("the Second PRT") that commenced on or around 6 August 2024.
- The deposit payable in terms of the Second PRT was £1,250.
- The Respondents per their agents thereafter leased the Property to the Applicant alone in terms of a Private Residential Tenancy Agreement ("the Third PRT") that commenced on or around 6 December 2024.
- The deposit payable in terms of the Third PRT was £1,125.
- The Applicant vacated the Property on 9 February 2025.

None of the foregoing is in dispute.

This application is made under Regulation 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the Regulations").

The Case Management Discussion

In addition to the application and his written submissions of 10 September 2025, the Tribunal had regard to the following oral submissions from the Applicant:-

- i. With regard to the Second PRT, the deposit from the First PRT was switched to the Second PRT and an additional £175 was paid to make up the balance due. The Applicant thought he probably paid that amount but could not be certain.
- ii. As between the Applicant and Ms Lewis it was agreed that she would have responsibility for £500 of the deposit and the Applicant the balance of £750. Littlejohns was not party to that arrangement and the Applicant accepted they correctly allocated the deposit equally between him and Ms Lewis on the portal of Safe Deposits Scotland in a sum of £625 each.
- iii. Ms Lewis gave notice to remove from the Property on 15 November 2024. She vacated the property the following day. Her name remained on the Second PRT until 5 December 2025.
- iv. Relative to the removal of Ms Lewis the Applicant contacted the Property Manager of the Respondents to estimate any deductions from the deposit. Photographs were requested and submitted and deductions of £30 were assessed. Ms Lewis asked for £470 from her share of the deposit to be returned to her which she received.
- v. On signing the Third PRT the Applicant made a payment of £500 on 5 December 2024 which, taken together with the sum of £625 relative to his allocated share of the deposit for the Second PRT, made up the total deposit due therefore of £1,125.
- vi. Separately £125 was refunded to the Applicant reflecting his actual share of the deposit for the Second PRT.
- vii. The application is in respect of the Respondents' agents failure to protect the deposit of £1,125 from 6 December 2024 to 3 February 2025.
- viii. The Applicant accepted that £625 of the deposit for the Third PRT was carried forward from the Second PRT and continued to be held by Safe Deposits Scotland throughout albeit not necessarily allocated to the Third PRT until 3 February 2025.
- ix. At the end of the Third PRT the Applicant submitted a refund request relative to the deposit and that was adjudicated upon by Safe Deposits Scotland in the usual way.

At the CMD Ms Tennant for the Respondents made the following oral submissions in addition to her written submissions:-

- i. With regard to the Second PRT and looking at Littlejohns' ledger she understood Ms Lewis had paid £625 towards the deposit but she could not be sure of that. She accepted that such a payment would have resulted in the deposit collected for the Second PRT being too great when taken with the deposit paid by the Applicant relative to and carried forward from the First PRT.
- ii. With regard to the Third PRT initially the deposit paid for the Second PRT was treated as shared equally between the Applicant and Ms Malek (£625 each) and therefore the Applicant was asked to pay an additional sum of £500 to make up the total deposit of £1,125 due.
- iii. However, £780 of the deposit paid for the Second PRT stayed with Safe Deposits Scotland and was carried forward to the Third PRT. Such a situation is treated as a change over by Safe Deposits Scotland.
- iv. £470 of the remaining balance of the deposit paid for the Second PRT was refunded to Ms Lewis.
- v. As the Applicant had therefore paid too much, £125 was refunded to him from the £500 paid.
- vi. It is not disputed that the balance of £345 paid by the Applicant for the deposit for the Third PRT was lodged late with Safe Deposits Scotland.

Findings in Fact

- i. The Respondents per their agents, Littlejohns, previously leased the Property to the Applicant in terms of a Private Residential Tenancy Agreement ("the First PRT") that commenced on or around 22 May 2023.
- ii. The deposit paid by the Applicant to the Respondents in terms of the First PRT was £1,075 which was remitted to Safe Deposits Scotland timeously and was protected from 5 June 2023.
- iii. The Respondents per their agents subsequently leased the Property to the Applicant and Ms Malek Lewis in terms of a Private Residential Tenancy Agreement ("the Second PRT") that commenced on or around 6 August 2024.
- iv. The deposit payable in terms of the Second PRT was £1,250. That deposit was settled by the deposit from the First PRT being carried forward and an additional payment of £125 being made. As between the Applicant and Ms Lewis, £500 of the deposit was paid by Ms Lewis and £750 by the Applicant.
- v. At the end of the Second PRT, Ms Lewis received a payment of £470 from her deposit of £500 with £30 being withheld for agreed deductions relative to agreed repairs. The sum of £780 remained with Safe Deposits Scotland.
- vi. The Respondents per their agents thereafter leased the Property to the Applicant alone in terms of a Private Residential Tenancy Agreement ("the Third PRT") that commenced on or around 6 December 2024.
- vii. The deposit payable in terms of the Third PRT was £1,125.
- viii. As, initially, Littlejohns treated the Second Deposit as being shared equally between the Applicant and Ms Lewis, the Applicant was asked to pay an additional sum of £500 which he paid. In fact the additional amount required was only £345 and £125 was refunded to him.
- ix. The sum of £345 was not paid to Safe Deposits Scotland until 3 February 2025 outwith the period of 30 working days from the beginning of the Third PRT.
- x. The Applicant vacated the Property on 9 February 2025.

Reasons for Decision

The Tribunal takes a landlord's failure to comply with the Regulations seriously.

Regulation 3 of the Regulations states:-

*"(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;"*

Regulation 10 of the Regulations states:-

"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;"

The Respondents are the landlords under the PRT. Their letting arrangements relative to the Property were dealt with on their behalf by their appointed agents, Littlejohns.

The First, Second and Third PRTs are relevant tenancies under the Regulations. The application relates to the Third PRT only.

The sum of £345 relative to the deposit for the Third PRT was not timeously lodged with the scheme administrator of an approved scheme in terms of Regulation 3. The balance of £780 was held by Safe Deposits Scotland throughout. That amount was transferred from the Second PRT to the Third PRT per Safe Deposit Scotland's change over arrangements.

A sanction is therefore payable by the Respondent to the Applicant in terms of Regulation 10 relative to the sum of £345 alone.

The Regulations require a landlord to lodge a tenancy deposit with an approved scheme within a period of 30 working days from the beginning of the tenancy. Accordingly given that the Third PRT commenced on 6 December 2024 Littlejohns for the Respondents had until 17 January 2025 to lodge the sum of £345 with Safe Deposits Scotland. They failed to do so. That portion of the deposit was unprotected until 3 February 2025, a period of around 17 days.

In determining the amount payable by the Respondents to the Applicant the Tribunal took into account the following:-

- i. That, having regard to the requirement to lodge the deposit in an approved scheme within 30 working days of the beginning of the tenancy, £345 of the deposit was unprotected for a period of around 17 days.
- ii. The Respondents are commercial landlords and appointed professional letting agents to look after their affairs.
- iii. The Respondents' letting agents, Littlejohns, were aware of the Regulations and the obligations arising in terms of them but failed to comply with them relative to the Third PRT. They had complied with the Regulations relative to the First and Second PRTs.
- iv. The arrangements between the Second and Third PRTs relative to the deposits were unusually complicated.

- v. Littlejohns eventually lodged the sum of £345 with an approved scheme such that it was protected from 3 February 2025.
- vi. The Applicant was able to take advantage of the adjudication scheme operated by Safe Deposits Scotland at the end of the tenancy.
- vii. The Applicant suffered no loss.

In all the circumstances the Tribunal considered the failure to pay the deposit into an approved scheme to be at the lowest end of the scale of sanctions available to it.

The Tribunal therefore determined that, having regard to the foregoing, the Respondents must pay to the Applicant a sum of £200 by way of a penalty for the failure to comply with the Regulations. Such a penalty is proportionate, fair and just in the circumstances.

Decision

The Respondents are ordered to pay to the Applicant a sum of £200.

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.

G.Buchanan

Legal Member/Chair

17 September 2025
Date