



**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 Scheme (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/25/1606**

**Re: Property at 18 Linnwell Crescent, Paisley, PA2 8LL (“the Property”)**

**Parties:**

**Miss Lisa McGrory, 3 Esk Way, Paisley, Renfrewshire, PA2 0EL (“the Applicant”)**

**Mr Andrew Murphy, 14 Thornly Park Road, Paisley, PA2 7RS (“the Respondent”)**

**Tribunal Members:**

**Graham Harding (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant was entitled to an order for payment by the Respondent to the Applicant in the sum of £1000.00.**

**Background**

1. By application dated 14 April 2025 the Applicant applied to the Tribunal for an order for payment in terms of regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the Regulations”). The Applicant submitted two tenancy agreements, proof of late payment of a deposit into a tenancy deposit scheme and proof of end of the tenancy in support of the application.
2. By Notice of Acceptance dated 30 April 2025 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion (“CMD”) was assigned.
3. Intimation of the CMD was served on the Respondent by Sheriff Officers on 21 July 2025.

4. By email dated 29 July 2025 the Respondent requested additional time to submit written representations and this was granted by the Tribunal.
5. By email dated 6 August 2025 the Applicant submitted written representations to the Tribunal.
6. By email dated 27 August 2025 the Respondent submitted written representations to the Tribunal.

### **The Case Management Discussion**

7. A CMD was held by teleconference on 3 September 2025. The Applicant attended in person and was represented by Miss Cojocar from the Citizens Advice Bureau. The Respondent also attended in person.
8. The Tribunal confirmed with the Respondent that he understood the terms of the Tenancy Deposit Scheme (Scotland) Regulations 2011. The Tribunal also explained to the Respondent that if the Tribunal was satisfied that the Respondent had failed to lodge the Applicant's deposit in an approved Tenancy Deposit Scheme within the prescribed period and if the application to the Tribunal was timeous the Tribunal had to impose a financial sanction on the Applicant of up to three times the amount of the deposit. The Applicant confirmed that he understood this to be the case.
9. The Tribunal referred the Respondent to his written representations and noted that the property was the Respondent's only let property. The Tribunal also noted that throughout most of the period of the tenancy the Respondent had not been registered as a landlord but that this had now been done. The Tribunal also noted that the Respondent had now sold the property and was no longer a landlord. The Respondent explained that when the property had first been let to the Applicant in 2008 the Deposit Scheme Regulations did not exist. The Respondent said he had been unaware of the Regulations until September 2023 and the deposit had been lodged in the scheme in December 2023. The Respondent said he had not deliberately avoided paying the deposit into the scheme he had simply not been aware of it. The Respondent referred the Tribunal to his written representations regarding the deposit being repaid in full to the Applicant even although he could have claimed for damaged or missing items. The Respondent also suggested it was unfair to be pursued for payment when the Applicant had remained in the property after being served with a Notice to Leave and the Respondent had incurred additional mortgage costs over a 21 month period.
10. For the Applicant, Miss Cojocar submitted that the Respondent had failed to register as a landlord for a long period of time and that during the Applicant's seventeen year tenancy the deposit was only secured from December 2023 until the tenancy ended in February 2025 and there was nothing unfair in the Applicant being awarded what the law said she was entitled to.

11. After ascertaining that the parties were agreed that the Tribunal had sufficient information before it to allow it to make a decision and that no facts were in dispute the Tribunal confirmed that there was no need to adjourn the proceedings to a hearing.

### **Findings in Fact and Law**

12. The Applicant commenced a Short Assured Tenancy of the property on 1 June 2008 that endured until 31 May 2009 and from day to day thereafter.
13. The Applicant paid a deposit of £1000.00 to the Applicant at the commencement of the tenancy.
14. A new tenancy agreement was entered into on 1 June 2021 that endured until 31 May 2022 and again continued from day to day until terminated by either party giving two months' notice.
15. The Tenancy Deposit Scheme (Scotland) Regulations 2011 came into force on 7 March 2011 and the Respondent was obliged to lodge the Applicant's deposit in an approved scheme by 15 May 2013.
16. The Respondent did not lodge the Applicant's deposit in an approved scheme until 6 December 2023.
17. The Applicant's deposit was returned in full to her at the end of the tenancy in February 2025.
18. The Respondent failed to register as a landlord throughout most of the tenancy.
19. The property was the Respondent's only let property and it has now been sold.
20. The Applicant's application under Regulation 9 of the Regulations is timeous.
21. The parties were in dispute over the return of the whole of the Applicant's deposit due to damage caused by water ingress at the property.

### **Reasons for Decision**

22. It was accepted by the Respondent that he was in breach of the Regulations by not protecting the Applicant's deposit in an approved scheme from the date he was required to lodge the deposit until 6 December 2023. It was also accepted that the application was timeous and that being the case the Tribunal was obliged to impose a financial sanction on the Respondent. The Tribunal considered what would be a fair, proportionate and just sanction in the circumstances of the case having due regard to the purpose of the Regulations and the gravity of the breach. In reaching its decision the Tribunal weighed the various factors and took account of:

- (a) The Respondent had only one let property and was not a professional landlord.
- (b) The Respondent failed to register as a landlord with the local authority throughout most of the period of the tenancy.
- (c) The deposit was not lodged in an approved scheme for fifteen and a half years of a tenancy that lasted sixteen and three quarter years.
- (d) The Applicant had her deposit returned to her in full.
- (e) The Respondent is no longer a landlord.

Although the Applicant's deposit remained unprotected for an extraordinarily long period of time the Tribunal does accept that the Respondent's failure to lodge the deposit was not deliberate or wilful but rather to his lack of understanding of the obligations of being a landlord and keeping up-to-date with the changes in legislation imposed on landlords. The Tribunal does not consider that this lack of understanding of the law is significant by way of mitigation, it is extremely important that any person seeking to rent out property complies with all the relevant legislation. However, given that the Respondent is no longer a landlord, having sold his only let property and given that the Applicant's deposit was returned to her in full the Tribunal does not consider that it would be appropriate to impose a financial sanction at the upper end of the scale and that an award at the lower end is appropriate.

### **Decision**

23. Having carefully considered the submissions on behalf of both parties the Tribunal is satisfied that the breach of the Regulations by the Respondent merits a sanction at the lower end of the scale open to the Tribunal. The Tribunal considers that the sum of £1000.00 to be a fair, proportionate and just sanction to impose 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.**

# Graham Harding

**Graham Harding  
Legal Member/Chair**

**3 September 2025  
Date**