



**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/25/2006

Re: Property at 2C 697 Duke Street, Glasgow, G31 1NW (“the Property”)

Parties:

**Miss Rebecca Kathryn Jarvinen, 4/2 775 Springfield Road, Glasgow, G31 4HN
 (“the Applicant”)**

**Miss Henah Ahmed, 19 Carronhall Gardens, Uddingston, Glasgow, G71 7WQ
 (“the Respondent”)**

Tribunal Member:

Alan Strain (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent pay the sum of £200 to the Applicant.

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 12 May 2025;
2. Tenancy Agreement commencing 1 June 2020;
3. Respondent’s Written Representations dated 27 August 2025.

Case Management Discussion (CMD)

The case called for a CMD by telephone on 17 September 2025. The Applicant participated and was accompanied by a friend. The Respondent participated and was represented by her Letting Agent.

The Tribunal ran through the procedure to be followed with the Parties.

The Parties agreed the following facts:

1. The Property had been let commencing 1 June 2020;
2. A deposit of £425 had been paid on 29 May 2020;
3. The deposit was protected in November 2020;
4. The tenancy ended on 29 April 2025;
5. The deposit had been repaid in full.

The Tribunal heard from the Respondent's Letting Agent that this was the only Property she let out, the Applicant was her first tenant and that she was aware of the requirement to protect the deposit. The explanation for the delay in protecting the deposit was that it had been paid to her letting agent and that, due to Covid, there had been delay in qualified personnel getting into the office to access the systems and information required to protect the deposit.

The Applicant did not feel that this was excuse for the entire period of the delay.

It appeared to the Tribunal that there was sufficient information on which to make a decision. The Tribunal asked the Parties if they wished to proceed to a hearing or for the Tribunal to make a decision on the information available. The Parties confirmed that they wished the Tribunal to proceed to make a decision on the available information.

Having considered the Parties' evidence in so far as material the Tribunal made the following findings in fact:

1. The Parties let the subjects under a tenancy agreement commencing 1 June 2020;
2. The Applicant paid a deposit of £425 on 29 May 2020;
3. The deposit was not protected until November 2020;
4. The tenancy terminated on 29 April 2025;
5. The deposit has been repaid in full;
6. The Respondent was aware of the requirement to protect the deposit;
7. This is the only Property the Respondent lets and the Applicant was her first tenant;
8. The delay in protecting the deposit was due to her letting agents delay in qualified personnel getting into the office to access the systems and information required to protect the deposit due to Covid.

Decision and Reasons

Failure to protect the deposit

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 cases of ***Russell-Smith and others v Uchegbu [2016]***

SC EDIN 64 and **Rollet v Mackie 2019 UT 45**. 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:

1. The Respondent was aware of the requirement to protect the deposit;
2. This is the only Property the Respondent lets and the Applicant was her first tenant;
3. The delay in protecting the deposit was due to her letting agents delay in qualified personnel getting into the office to access the systems and information required to protect the deposit due to Covid;
4. The deposit had not been protected for around 6 months and had been repaid in full following termination.

The Tribunal consider and find that this was not a breach that could be said to have been at anything other than the lower end of the scale given the Respondent's experience, knowledge and reasons for not protecting the deposit in time.

In the circumstances the Tribunal considered the breach to be at the lower end of the scale. The Tribunal considered the sum of £200 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.

A.Strain

17 September 2025

Legal Member/Chair

Date