



Decision 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/25/1917

Re: Property at 950 Sauchiehall Street, Glasgow, G3 7TH (“the Property”)

Parties:

Miss Aiyana Skoles Blier, Miss Katie McMullan, Ms Anna OBrien, Miss Kinga Kusyk, 1/1 9 Holyrood Quadrant, Glasgow, G20 6HH; 1/1 9 Holyrood Quadrant, Glasgow, G20 6HH; 35 Briarhill Road, Prestwick, KA91HZ; 44 Middlebank Street, Dunfermline, Fife, KY11 2NY (“the Applicant”)

Miss Lara Proctor, 2075 Concession Road, 4 RR1, Loretto, Ontario, L0G 1L0, Canada (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for an order for payment by the Respondent to the Applicants in the sum of Five Hundred Pounds (£500) be granted.

- Background

The applicants applied to the tribunal for an order under regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011. There were 4 applicants. There were various dates of application but the applications were submitted by e-mail on 2nd May 2025. The applicants sought recovery of the maximum penalty which was £5550.

The applications were accompanied by a copy of the tenancy agreement and proof of the end of the tenancy.

The applications were accepted for determination on the 8th of May 2025.

Service of the proceedings was made upon the respondent through her letting agent.

- The Case Management Discussion

At the case management discussion, three of the four applicants attended. Mr McKinnon from Zone Letting Agency appeared on behalf of the respondent. No formal service of the proceedings had been made upon the respondent. There was no mandate for Mr McKinnon to attend. Mr McKinnon was able to confirm that he had received confirmation that he should be acting from the respondent. He had emailed the respondent. Mr McKinnon was invited to provide copies of this documentation.

The start date of the tenancy was 19th May 2023 and the conclusion 9th February 2025. There have been changes in the tenants from the original tenancy agreement. What had happened was that when a new tenant had come in, the new tenant had paid their share of the deposit to the exiting tenant.

The tenancy deposit was secured within a tenancy deposit scheme. What had not taken place was that the tenancy deposit scheme had not been updated with the new tenants. The deposit was protected but not in the correct names.

Mr McKinnon acknowledged this and accepted that this was the fault of the letting agency. The deposit was £1850 . The tenancy ended on the 9th of February 2025. The return of the deposit was made on 6th March 2025. There was due to be a deduction of £370 from the tenancy deposit but that had not been deducted. There were some issues as to who the deposit should have been paid back to. This meant that between the concluding tenants payments had to be made between them which had created some inconvenience. But the but the deposit had been returned promptly and in full. The tenancy deposit was secured throughout the tenancy.

- Findings in Fact

1 A tenancy agreement existed for the property at 950 Sauchiehall Street, Glasgow G3 7TH.

2 A tenancy deposit of £1850 was paid.

3 The tenancy commenced on 19th May 2023 and concluded on 9th February 2025.

4 The tenancy deposit was secured throughout the tenancy.

5 The name on the tenancy deposit scheme had not been updated following upon changes of tenant.

6 The tenancy deposit was returned to the applicants on in full on 6th March 2025.

7 There was due to be a deduction from the tenancy deposit in the sum of £370 which sum was waived.

- Reasons for Decision

Mr Mckinnon accepted on behalf of the respondent that the letting agents were at fault for not having updated the tenancy deposit scheme with the names of the current tenants. The tenancy deposit was always secured. There was some inconvenience to the applicants in regard to payment of the deposit back out of the scheme. This, however, was not a case where a tenancy deposit was not secured.

The was due to have been a deduction from the deposit of £370 but that figure was waived.

In terms of culpability, this was at the lower end of the scale. The deposit was returned promptly.

A financial penalty of £500 was deemed to be sufficient.

- Decision

To make an order of payment by the respondent to the applicants in the sum of £500.

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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.

Mark Thorley

Legal Member/Chair

03 October 2025

Date