



**Notes on a Case Management Discussion of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under The Tenancy Deposit Schemes (Scotland)
Regulations 2011 ("The Regulations")**

Chamber Ref: FTS/HPC/PR/24/3966

Re: Property at 3/1 311 Onslow Drive, Glasgow, G31 2QQ ("the Property")

Parties:

Miss Debora Bottino, 2/2 83 Finlay Drive, Glasgow, G31 2QZ ("the Applicant")

Care of Homes for Good (Scotland) CIC, 1 Kemp Avenue, Paisley, PA3 4JS ("the Respondent")

Tribunal Members:

Andrew McLaughlin (Legal Member) and Sandra Brydon (Ordinary Member)

Decision

[1] The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") made an award in terms of Regulation 10 of The Tenancy Deposit Schemes (Scotland) Regulations 2011 ordering that the Respondent pay the Applicant the sum of £50.00.

Background

[2] The Applicant seeks an award under the Regulations in respect of the alleged failure of the Respondent to lodge a relevant tenancy deposit paid to them in the sum of £475.00 into an approved scheme as required by Regulation 3.

Previous Procedure

[3] The Application had called for a Case Management Discussion (CMD) on 28 March 2025. The Applicant was personally present. Ms Lawrie was present on behalf of the

Respondent. Ms Lawrie had submitted representations in advance admitting the breach and setting out relevant background information which it was said ought to be taken into account. The Tribunal had made a Direction regulating the production of any further evidence and thereafter continued the Application to a teleconference Hearing for evidence to be heard and a final decision to be made.

[4] The Application then called for a Hearing by conference call at 10am on 25 September 2025. The Applicant was personally present. She also brought a witness, Ms Anita Bhadani. The Respondent was represented by Ms Joey Lawrie of Homes for Good (Scotland) CIC ("Homes for Good"). The Tribunal began by ensuring that all parties understood the format of the Hearing and were familiar with the documentation. The Tribunal checked that neither party had any further documentation to submit or any other preliminary matters. The Tribunal thereafter began hearing evidence and submissions. After each party gave evidence, the other had the right to cross examine. At the conclusion of evidence each party also had the right to make closing submissions.

[5] The Tribunal comments on the evidence heard as follows.

The Applicant, Ms Debora Bottino

[6] Ms Bottino moved into the Property as a new joint tenant for a Ms Anita Bhadani who was already living there. The new joint tenancy that was created commenced on 2 June 2023. Each tenant paid their own share of the deposit for this new tenancy. Ms Bhadani's share of the deposit of £525.00 was already held against the Property as part of the former joint tenancy. Ms Bottino paid a deposit of £475.00. The Applicant's deposit payment was paid a few days after she had moved into the Property rather than before she took entry as was supposed to happen. She explained when asked that this was because she had not been provided with the details of where she should make this payment to. Both tenants received a notice to leave dated 30 May 2024 calling upon them to vacate the Property because the landlord wished to sell the Property. Both tenants then vacated the Property on 4 August 2024.

[7] At this point they discovered that only Ms Bhadani's share of the deposit had been registered with an approved scheme. Ms Bottino's deposit of £475.00 had been inadvertently retained by Homes for Good in a "*suspense account*" for the duration of the tenancy. There were some end of tenancy restoration costs that Homes for Good claimed should be met by the tenants' deposits. The Applicant's evidence was that she had received £355.00 back from her deposit around a month after the end of the tenancy. She said £120.00 was retained for cleaning costs. The Applicant appeared someone unsure of the details here as she required some time to confirm what sum she had received and when. She required to check certain emails which were included in the papers.

[8] Interestingly, Ms Bottino's account of this was later directly challenged by Ms Lawrie. Ms Lawrie gave evidence that the Applicant's full deposit of £475.00 was

credited directly to the Applicant's bank account by Homes for Good on 5 September 2024. The Tribunal then felt it necessary to ask the Applicant about that. Her position was, that as a matter of fact, she had indeed received a sum of £475.00 credited to her account by the Respondent on 5 September 2024.

[9] On closer inspection by the Tribunal, the emails exchanged between the parties appear to suggest that there may have been a misunderstanding here. Homes for Good explained in their emails that they would waive the cleaning fee of £280.00 and that all the restoration deductions remaining (which had all been agreed amicably between the parties in a business-like exchange of emails) would be deducted from the deposit that was registered in the approved scheme. The £475.00 would therefore be returned to the Applicant. However, the Applicant appears to have taken that £475.00 as being a payment to both tenants with the balance of the registered deposit then also to be returned to both tenants by the approved scheme in due course.

[10] Both sides' positions here are understandable. In any event, given that both tenants specifically agreed to the deductions, the £475.00 plus the balance left after the deposit adjudication was still the sum agreed that should be returned to the tenants. One complication is that Ms Bhatani appears not to have "*claimed*" the return of her deposit which is currently still held by Safe Deposit Scotland and available to be paid out to her. Perhaps Ms Bhatani and Ms Lawrie may wish to consult with each other to address that.

[11] Ms Bottino explained that she felt stressed by the whole situation which she explained had caused her to endure "*a year of Tribunal proceedings*". She said she felt that the Homes for Good were not transparent in their dealings with her and if she hadn't flagged up the deposit issue then it would have gone unnoticed.

[12] The Tribunal thereafter heard evidence from Ms Anita Bhadani.

Anita Bhadani

[12] Ms Bhadani's evidence was in short compass and more or less served simply to corroborate the evidence given by Ms Bottino.

[13] Thereafter the Tribunal heard from Ms Joey Lawrie on behalf of the Respondent.

Ms Joey Lawrie

[14] Ms Lawrie is Homes for Good's head of lettings and tenancy support. She explained that the Applicant had moved into the Property from another tenancy with Homes for Good and replaced another tenant who had moved out. This involved transferring various deposit shares about in the relevant approved scheme as tenants moved from tenancy to tenancy. The Applicant paid a tenancy a deposit of £475.00 and Ms Bhadani's deposit of £525.00 was transferred within the scheme and the deposit scheme was

updated to reflect the new joint tenancy and the combined sums having been lodged but in fact the Applicant's sum of £475.00 was never transferred into the deposit scheme.

[15] This was a simple administrative oversight on behalf of Homes for Good. They previously used to audit all deposits held every month to make sure they were all properly lodged but as a result of this, those audits now take place weekly.

[16] Ms Lawrie was able to explain that the Applicant's deposit was returned to her directly by Homes for Good on 5 September 2024. She explained that Homes for Good were able to use the share of the deposit that was registered in an approved scheme to deal with the end of tenancy reinstatement costs. Ms Lawrie refuted any lack of transparency and pointed to the comprehensive emails exchanged between the parties which were before the Tribunal. She pointed out that as a gesture of goodwill, Homes for Good had waived cleaning costs of £280.00 from their deposit deductions. This was to account for the fact that they had accidentally neglected to register the Applicant's deposit.

Comment on Evidence

[17] The Tribunal found all witnesses to be largely credible and reliable. The Tribunal did not think anyone was being dishonest. However, the Tribunal did have some difficulty accepting that the Applicant had objective cause to feel particularly "*stressed*" by the situation. She had paid a deposit a few days later than she should have (the Tribunal here attaching no blame) and this ended up in an administrative oversight which meant that her part of the deposit was not registered along with the part that had remained in the deposit scheme and attached to the new joint tenancy. Homes for Good had been upfront about the situation at the end of the tenancy and had agreed to write off costs of £280.00 as a gesture of goodwill. £475.00 was then returned to the Applicant by Homes for Good on 6 September 2024. That was all the money they had available to return as the rest was deposited in the approved scheme.

[18] The Tribunal could not accept the allegation that the Respondent had not been transparent about the matter. The emails exchanged suggested the opposite. The Respondent had acknowledged their error at the first opportunity and taken steps to try and make it right. The Tribunal felt that Ms Lawrie's evidence was balanced and her conclusions were fair.

[19] having heard evidence and having considered the documentation, the Tribunal made the following findings in fact.

Findings in Fact

1. *The parties entered into a tenancy agreement by which the Respondent let the Property to the Applicant together with another joint tenant by virtue of a Private Residential Tenancy dated 2 June 2023.*
2. *Homes for Good (Scotland) CIC ("Homes for Good") act for the Respondent and managed all aspects of the tenancy and the deposit on her behalf.*
3. *The Applicant paid Homes for Good a deposit of £475.00 as her share of a relevant tenancy deposit within the meaning of the Regulations. This sum was paid a few days later than it should have and was transferred to Homes for Good after the tenancy had commenced and the Applicant taken entry. The joint tenant's deposit of £525.00 was already in the deposit scheme before the new lease was signed and this was rolled over to the new joint tenancy.*
4. *The Applicant's £475.00 share of the deposit was not registered in an approved scheme by Homes for Good on the Respondent's behalf. The joint tenant's deposit sum of £525.00 was held in the approved scheme.*
5. *Homes for Good made a simple administrative error and failed to register both part payments of the deposit into the approved scheme.*
6. *Homes for Good disclosed their error to the Applicant at the first opportunity after it was brought to their attention and tried to make it right. They agreed to waive a cleaning charge of £280.00 which they may otherwise have attempted to deduct from the deposit.*
7. *Homes for Good paid the sum of £475.00 to the Applicant on 6 September 2024. The part of the deposit that was registered into an approved scheme was used to account for the end of tenancy restoration costs. The parties amicably agreed the final sum to be deducted from the deposit as restoration costs. While £475.00 has been returned to the Applicant, Safe Deposit Scotland are still in possession of £246.00 of deposit that is registered to Anita Bhadani as the lead tenant and they cannot transfer the money due to lack of correspondence from her and her relevant bank details to make the transfer.*
8. *The Respondent failed to comply with Regulation 3 to pay the deposit paid by the Applicant into an approved tenancy deposit scheme within 30 working days of the commencement of the tenancy;*

Decision

[20] Having made the above findings in fact, the Tribunal had to determine what, if any, award ought to be made under Regulation 10. The Tribunal proceeded on the basis that

the determination of the award required the Tribunal to exercise its judicial discretion to consider what would be fair, proportionate and just taking in all the circumstances of the case.

[21] In forming its approach to where this particular breach sat on the scale of sanctions open to the Tribunal, the Tribunal considered that were certain factors that weighed towards leniency but no obvious factors that weighed in favour of treating the breach with severity. The Tribunal noted that the Respondent had made a simple administrative mistake in only registering the joint tenant's share and not the Applicant's £475.00 share. The Respondent had been up front about this to the Applicant and had written off a charge of £280.00 for cleaning that may very well have been legitimate and recoverable from the deposit. The Tribunal considered that Homes For Good had acted professionally in how they faced up to the mistake and their efforts to resolve matters. It remained an unusual feature of the case that £246.00 was still sitting with the approved scheme to be paid to the joint tenant. The Applicant may wish to remind Ms Bhadani about that.

[22] The Tribunal could not see there as being any particularly aggravating factors of note. It is true that there had been a breach of the Regulations and that the Applicant said the situation was stressful. But the Tribunal could not identify any objective evidence as to why that might be. There was certainly nothing that suggested that there was any legitimate cause for anything perhaps above very mild inconvenience. The Applicant may very well have already benefited by having her pro-rata share of a £280.00 bill written off.

[23] Those factors precluded an award at anything other than the lowest end of the scale. The Tribunal therefore decided that the breach ought to be treated at the lowest end of the scale.

[24] The Tribunal considered that the sum to be awarded in terms of Regulation 10 ought to be a sum that reflects a very modest degree of inconvenience. The Tribunal notes that the calculation of such sums requires a high degree of judicial discretion. The Tribunal considered that £50.00 would be an appropriate sum. The Tribunal could see no justification for anything higher.

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.

Andrew McLaughlin

Legal Member/Chair

Date: 25 September 2025