



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/25/2292

Re: Property at 1/2 Chessels Court, Edinburgh, EH8 8AD (“the Property”)

Parties:

Miss Lucy Thomas, 4a Dean Lane, Winchester, Hampshire, SO22 5LH (“the Applicant”)

Glen Atlas Ltd, Tigh Na Mara, 9 Barbank Street, Portsoy, AB45 2PD (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the respondent to the applicant be made in the sum of Five Hundred and Ninety Two Pounds (£592)

- **Background**

The applicant blind to the tribunal seeking an order under regulation nine of the tenancy deposit schemes Scotland regulations 2000 and 11. Along with the application she sent a receipt for payment of her deposit, an email from the respondents acknowledging receipt, a copy tenancy agreement dated 1 June 2025 and an email from the Safe deposit scheme confirming that the deposit was received on 4 December 2025

The application was accepted for determination on 5th June 2025 and subsequently served by Sheriff officers. No representations were made by the respondents.

- The Case Management Discussion

At the case management discussion the applicant attended on the teleconference hearing. There was no appearance by or for the respondent. The applicant explained that she had come into the tenancy following up on the departure of a previous tenant. She had paid a share of the deposit in the sum of £592 on 5 April 2023 before commencing the tenancy on 1 June 2023. Her share of the tenancy was not protected until the 4 December 2023. She had received the whole of the deposit back under deduction of a payment in respect of a broken window of £100.

- Findings in Fact

1. The parties entered into a tenancy agreement dated 1 June 2023 for the rental of a property at 1/ 2 Chessels Court in Edinburgh.
2. The applicant paid a deposit on 5th April 2023 in the sum of £592.
3. That deposit was not lodged within an appropriate scheme within a period of 30 days.
4. The deposit was paid into a safe deposit scheme on 4th December 2023
5. The applicant has received back her deposit less £100 in respect of the breaking of a window.

- Reasons for Decision

1. Having decided that the Respondent had failed to comply with the duty under Regulation 3(1) of the 2011 Regulations to pay the tenancy deposit into an approved tenancy deposit scheme within 30 working days of the start of the tenancy, the Tribunal was therefore obliged to make an order requiring the Respondent to make payment to the Applicant, in terms of regulation 10 of the 2011 Regulations.
2. The Tribunal is required to consider the sum which the Respondent should be ordered to pay to the Applicant, which could be any amount up to three times the amount of the tenancy deposit. The amount of any award is the subject of judicial discretion after careful consideration of the circumstances of the case, as per the decision of the Inner House of the Court of Session in the case of *Tenzin v Russell* 2015 Hous. LR. 11.
3. In considering the appropriate level of payment order to be made in the circumstances, the Tribunal considered the need to proceed in a manner which is fair, proportionate and just, having regard to the seriousness of the breach (Sheriff Welsh in *Jenson v Fappiano* 2015 GWD 4-89).
4. The Tribunal noted the view expressed by Sheriff Ross in *Rollet v Mackie* ([2019] UT 45) that the level of penalty should reflect the level of culpability

involved. And as Sheriff Ross noted, at para 13 of his decision: *“The admission of failure tends to lessen fault: a denial would increase culpability”*.

5. The Respondent has failed to admit liability or, despite advising the Tribunal that a solicitor had been instructed, to have that solicitor contact the Tribunal and lodge authorities or arguments in support of his position.
6. Tribunal considered the various factors to be considered as set out in *Rollet v Mackie*. The Respondent may not have had any other rental property. The deposit was unprotected for a period of 6 months. The applicant did receive back the whole deposit less a sum for breakages which she appeared to accept.
7. The requirement to pay a tenancy deposit into an approved scheme is intended to protect the deposit and offers protection for both parties in the event of any dispute at the end of the tenancy.
8. Taking all of the above considerations into account, the Tribunal considered that an award towards the lower end of possible penalty scale would be appropriate. It therefore determined that an order for £592, the amount of the tenancy deposit paid, would be fair, proportionate and just, having regard to the seriousness of the breach.

Decision

To make an order of payment by the respondent to the applicant in the sum of £592 be made,

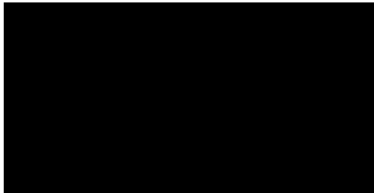
Right of Appeal

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

12 November 2025

Legal Member/Chair

Date