



Decision with Statement of Reasons 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/24/2993

Re: Property at 3/3 Pipe Street, Edinburgh, EH15 1BS (“the Property”)

Parties:

Mr Robert Davies, 48 Cwmbath Road, Swansea, SA6 7BA (“the Applicant”)

Ms Irina Novikova, 3/3 Pipe Street, Edinburgh, EH15 1BS (“the Respondent”)

Tribunal Members:

Andrew McLaughlin (Legal Member) and Gordon Laurie (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 £100.00.

Background

[2] The Applicant seeks an award under the Regulations in respect of the failure of the Respondent to place a tenancy deposit in an approved scheme as required by Regulation 3. The Respondent has submitted representations defending the claim on the basis that she was a “*resident landlord*” and as such, was exempt from the Regulations. This was disputed by the Applicant. The exemption relied on derives from Section 83 (6) of The Antisocial Behaviour (Scotland) Act 2004.

[3] The Application had called previously for a Case Management Discussion and then been continued to an evidential Hearing by video link for evidence to be heard and a final decision made.

The Hearing

[4] The Application called for a Hearing by video call at 10 am on 23 October 2025. The Applicant was personally present. The Respondent was also personally present. The Respondent explained that she wanted the Tribunal to hear evidence from one witness, her sister, Ms Svetlana Petrova. Neither party had any preliminary matters to raise. All parties confirmed that they were familiar with the documentation before the Tribunal and had nothing further to submit. There was a Russian interpreter present for the benefit of the Respondent. Everything that was said in English was interpreted into Russian and vice-versa. The Tribunal began hearing evidence from the Applicant. The Tribunal then heard evidence from the Respondent and her witness. Each party had the right to cross-examine the other and following on from the conclusion of each witness's evidence, each party had the opportunity to make closing submissions.

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

Mr Robert Davies

[6] The Applicant explained that he moved into the Property on 11 December 2023. He took sole occupation of one of the two bedrooms and was also entitled to use the common areas of the Property. He explained that he lived there on his own with the other bedroom in the Property being unoccupied until February 2024. At that point, another occupier, Stephany, moved into the other room. The Applicant paid a deposit of £500.00 at the commencement of the tenancy and rent in the sum of £680.00 per month. He described how Stephany mostly stayed in her room during the day and only came out at night. He understood that Stephany paid her rent in cash to the Respondent.

[7] The Applicant said that he saw the Respondent in the Property "*infrequently*" - she would appear "*sporadically and without warning.*" Normally it would be to drop off furniture or carry out DIY. The Applicant said he was not aware of the Respondent staying overnight in the Property while he was there. He believed she was living elsewhere with her partner. The Applicant noted that there was a bank statement that would be addressed to the Respondent that would be posted to the Property.

[8] The Applicant explained that he received half of his deposit back around two weeks before he moved out. That first instalment would have been paid to him around 2 June 2024. He received the balance of the deposit back the day after he moved out of the Property at the end of the June 2024. He couldn't remember the precise date.

[9] The Applicant described not having any real relationship with the Respondent as he spent no time with her. The Applicant explained that at no time during his occupation of the Property did he see food belonging to anyone other than himself or Stephany in the fridge or the freezer. He could not recall seeing any toiletries belonging to anyone else either in the bathroom. He acknowledged there may have been some spices left in one of the kitchen cupboards but beyond that no one else's food was stored in the cupboards.

[10] The Applicant was taken through the tenancy documentation and asked to comment on the fact that it clearly stated that as there was a resident landlord and that it was not a Private Residential Tenancy. The Applicant acknowledged this but said that he could not accept that as being legitimate as the Respondent simply did not live there.

[11] The Applicant also explained how he and Stephany were solely responsible for the electrical bills. There was a pre-payment meter. They would both transfer the money equally to the Respondent for the costs. The Respondent did not appear to have any liability for these costs. Before Stephany moved into the Property in February 2024, the Applicant submitted funds directly to the Respondent to top up the pay as you go meter.

[12] The Applicant explained that not having the deposit registered increased the high levels of depression and anxiety which he suffered from. Later on in his submissions, he would accept that the incident had caused him negligible financial harm as he had received his deposit back at the end of the tenancy and in fact had received half of it back two weeks before he left the Property. He also accepted that he had not raised, or held, any concerns about his deposit until around 17 May 2024 when the Respondent had asked him to leave the Property and it was only at that time that he had contacted the approved tenancy deposit scheme holders to establish whether or not his deposit was held by any of them.

[13] The Tribunal found the Applicant's evidence to be credible and reliable. As the case progressed, the Tribunal had no reason to doubt that the Applicant was not being truthful.

[14] Having heard from the Applicant, the Tribunal then heard from the Respondent.

Ms Irina Novikova,

[15] The Respondent began by explaining that she was not a professional landlord and that the Applicant was the first person she had rented out her spare room to. The tenancy contract was a template she had downloaded from the internet. The Respondent explained that she very much now lives in the Property which is her home.

[16] The Respondent rented out a room to the Applicant in December 2023. She explained that *"we've been gathering here"* and gave evidence along the lines of suggesting that she frequently attended at the Property. However the Respondent also explained that she was *"spending a lot of time"* at her ex partner's flat trying to restore a relationship but that the Property was her principal home. She mentioned her relationship with the Applicant not getting off on the right foot and that the Applicant was creating *"certain tensions"* and that she tried to avoid him.

[17] She explained that her niece wanted to come to Scotland to travel. Her niece therefore moved into the Property in February 2024 and occupied the other room in the Property thereby becoming flatmates with the Applicant. She denied receiving rent from her niece. The Respondent accepted that, at the very least from February 2024 until the Applicant moved out in July 2024, the Respondent did not have a bedroom in the Property. The Respondent denied not having any possessions in the Property and spoke of having cereals, tea and coffee in the cupboards and toiletries and clothes in the Property. The Respondent also candidly acknowledged that she was at the time completely ignorant of the Regulations. She explained that this was the only Property she owned. She explained that she struggled to accept that any hardship had been caused to the Applicant as he had received his full deposit back at the end of the tenancy with no difficulty. The Respondent also accepted that she stayed with her partner for much of the time.

[18] The Tribunal did not think that the Respondent was telling falsehoods, but was perhaps rather presenting a somewhat unrealistic account of her living situation. When her sister gave evidence later and explained that the Respondent had also spent around two months in Belgorod, Russia visiting her mother, the Tribunal noted that this was a feature of the case which the Respondent herself had not disclosed to the Tribunal beyond a brief reference she made to having *"planned to visit her mum"*.

[19] The Tribunal struggled to accept the conclusions which the Respondent put forward. That being said, the Tribunal did not consider her to be without common sense or decency. The Tribunal noted that the Respondent had indeed returned the deposit in full to the Applicant without any issue. She had even returned some of it before he left the Property. The Tribunal did not therefore consider the Respondent to be intent on misleading the Tribunal and the Applicant.

[20] Thereafter the Tribunal heard from the Respondent's sister, Ms Svetlana Petrova,

Ms Svetlana Petrova

[21] Ms Petrova's evidence was in short compass. She said that the Respondent lived in the Property then and lives there now. She also mentioned her sister having been away in Belgorod for a couple of months visiting her mother. Ms Petrova explained that she had been in the Property with the Respondent and met the Applicant. The Applicant

expressly denied this and in cross-examination put to her that they had in fact never met. The Tribunal was somewhat doubtful about relying too much on Ms Petrova's evidence. The Tribunal preferred the evidence of the Applicant and doubted that Ms Petrova and the Applicant had ever realistically met. Ms Petrova also spoke somewhat in the generality and the Tribunal construed her evidence as supporting her sister come what may. It was however helpful that Ms Petrova also brought the two months in Belgorod to the Tribunal's attention. That hadn't been mentioned explicitly by the Respondent.

Submissions

[22] The Applicant explained that the Respondent clearly did not live in the Property and that the Tribunal should award him two times the sum of the deposit being the sum of £1,000.00. He referred to "*previous cases and stress induced*" to justify the sum claimed. The Respondent maintained her position that she was a resident landlord and therefore was exempt from the Regulations. She also said that if she was wrong, then no monetary award should be made. She said there had been no loss or inconvenience caused to the Applicant. She also pointed out that the whole business had been a "*good lesson*" for her and next time she would "*take advice*".

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

Findings in Fact

- 1) *On 11 December 2023, the Applicant moved into the property at 3/3 Pipe Street, Edinburgh, EH15 1BS ("the Property").*
- 2) *The Applicant signed an agreement which described the Respondent as being a resident landlord and the tenancy as expressly not being a Private Residential Tenancy Agreement. The Applicant had exclusive rights to occupy one bedroom in the Property and had access to the common areas of the Property. The Applicant paid the Respondent a deposit of £500.00. The contractual monthly rent was £680.00*
- 3) *The deposit was never registered by the Respondent in an approved scheme.*
- 4) *For the duration of the Applicant's occupation of the Property, the Respondent did not live in the Property. She stayed overnight at her partner's home and also travelled abroad to Russia for a period of at least two months.*
- 5) *In February 2024, the Respondent's niece moved into the other bedroom of the Property and lived there as flat mates with the Applicant.*

- 6) *The Respondent did not live in the Property with the Applicant.*
- 7) *The Respondent was not a resident landlord as narrated in the tenancy agreement.*
- 8) *The Respondent kept no items of food in the fridge or the freezer and did not stay overnight during the Respondent's occupation of the Property.*
- 9) *The Respondent did not maintain a bedroom in the Property and all the bedrooms in the Property were occupied by others from at least February to July 2024.*
- 10) *The Respondent did not stay overnight in the Property from the commencement of the Applicant's occupation of the Property.*
- 11) *The Respondent returned the sum of £500.00 to the Applicant promptly at the end of the tenancy at the end of June 2024. The Respondent even returned half of the deposit to the Applicant on or around 2 June 2024 when he was still in occupation of the Property.*
- 12) *The Applicant has suffered negligible inconvenience as a result of the non-registration of the deposit.*

Decision

[24] The Tribunal considered that it was clearly not accurate to describe the Respondent as a "resident landlord". There were two bedrooms in the Property and from February 2024 to the end of June 2024 those rooms were wholly and exclusively occupied by others.

[25] The Respondent did not stay overnight in the Property from when the Applicant moved into the Property in December 2023. At no point did she principally eat her meals or keep her personal items or food there. The position was clearly far removed from the situation one might expect with a live-in landlord where one might imagine regular encounters in the kitchen preparing food and coming across each other's items in the food storage areas such as fridges, freezers and cupboards. There was no evidence of such typical domestic matters in flat share situations. The evidence suggests the Respondent was clearly living with her partner and was also abroad in Russia for at least two months.

[26] The Respondent was not exempt from the Regulations as she was not a resident landlord and so was not exempt by virtue of Section 83 (6) of The Antisocial Behaviour (Scotland) Act 2004. That being said, the Respondent had not caused the Respondent

any inconvenience of any note by not registering the deposit. She had reimbursed the Applicant without any issue.

[27] 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 in the circumstances of the case.

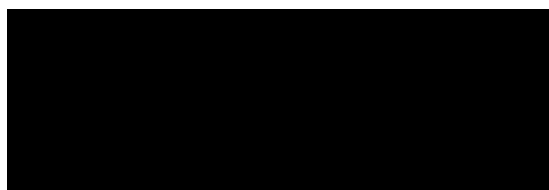
[28] In forming its approach to where this particular breach sat on the scale of sanctions open to the Tribunal, The Tribunal considered that there were no real factors that weighed towards treating the breach with severity.

[29] The Tribunal concluded that the breach ought to be treated at the lowest end of the scale of options open to the Tribunal. There was negligible evidence of the breach causing the Applicant any hardship or inconvenience at all.

[30] The Tribunal considered that the sum to be awarded in terms of Regulation 10 ought to be a sum that reflected a very minor breach. The Tribunal considered the sum of £100.00 to be fair, proportionate and just taking into account all 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.



Legal Member/Chair

23 October 2025
Date