



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulations 9 and 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the Regulations”) and Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”).

Chamber Ref: FTS/HPC/PR/25/2613

Re: Property at 9 Academy Road, Boness, EH51 9QD (“the Property”)

Parties:

Mr Stuart Cook, Holmlea Cottage, Holmlea Avenue, Brightons, Falkirk, FK2 0GP (“the Applicant”) per his representative, Mrs Jacqueline Heggie, 29, Stevenson Avenue, Polmont, FK2 0GU

Ms Ruth Martin, South Lodge, Muirhouses, Boness, EH51 9SS (“the Respondent”) per her representative, Mr. Paul Rolfe

Tribunal Members:

Karen Moore (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”), having found that the Respondents did not comply with Regulation 3 of the Regulations, determined that an Order for Payment in the sum of NINE HUNDRED AND NINETY POUNDS (£990.00) Sterling be granted.

1. By application received on 6 June 2025, (“the Application”), the Applicant’s Representative applied to the Tribunal for an Order in terms of Regulation 10 of Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the Regulations”).
2. The Application comprised a copy of a tenancy agreement between the Parties with an entry date of 28 February 2011, copy receipt for advance rent of £1,485.00 paid by the Applicant and copy correspondence from SafeDeposit Scotland showing that the deposit was not lodge within the statutory time limit.

3. The Application was accepted by the Tribunal and a Case Management Discussion (the "CMD") was fixed for 26 November 2025 at 14.00 by telephone conference and intimated to the Parties.
4. Prior to the CMD, the Applicant's Representative amended the Application to state that the deposit paid was £495.00. Also prior to the CMD, the Respondent's Representative lodged written submissions explaining that the Respondent had engaged a letting agent who failed to lodge the deposit with an approved scheme and that the letting agent is no longer in business. The submissions explained further that the tenancy agreement pre-dated that Regulations coming into force and that the Respondent had not been made aware of her responsibility by the former letting agent.

CMD

5. The CMD took place on 26 November 2025 at 14.00 by telephone conference. The , Mr. Cook, did not take part and was represented by his mother, Mrs. Heggie. The Respondent, Ms. Martin, took part and was represented by Mr. Rolfe.
6. The Tribunal confirmed with Mr. Rolfe that the Respondent accepted a breach of the Regulations which she did. The Tribunal explained that, in terms of the Regulations, the Tribunal was bound to make an Order and so the only issue for the Tribunal was the amount of the Order.
7. Mrs. Heggie stated that Mr. Cook sought the full penalty of three times the amount of the deposit as the deposit had not been secured throughout the tenancy of fourteen years. Mrs. Heggie pointed out that there had been publicity about the deposit scheme coming into force and that the Respondent ought to have been aware of this. She stated that the Respondent had tried to lodge the deposit wafter the tenancy had ended.
8. Mr. Rolfe stated that, as set out in the written submissions the Respondent had engaged a letting agent who failed to lodge the deposit with an approved scheme and that the tenancy agreement pre-dated that Regulations coming into force. He stressed that the Respondent had not been made aware of her responsibility by the former letting agent and had been let down by them.

Findings in Fact

9. From the Application and the CMD, the Tribunal made the following findings in fact: -

- i) There had been a tenancy of the Property between the Parties at a monthly rent of £495.00;
- ii) A tenancy deposit of £485.00 was paid by the Applicant to the Respondent's former letting agent;
- iii) The tenancy deposit was not lodged with an approved scheme within the statutory period and no information on the deposit was provided to the Applicant by the Respondent or her letting agents at that time;

Decision

- 10. Having made those findings, the Tribunal had regard to Regulation 10(a) of the Regulations which states that, if satisfied that the landlord did not comply with any duty in Regulation 3 the Tribunal must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit.
- 11. The Tribunal considered the breach of Regulation 3 by the Respondent to be significant given the duration of the tenancy. The Tribunal had regard to the Application and to all of the submissions both written and oral made by or on behalf of the Parties. The Tribunal accepted that the failure to lodge the deposit had been the fault of the Respondent's former letting agent but that this did not excuse the Respondent's statutory responsibility. In the circumstances, the Tribunal that consider an amount of twice the deposit being £990.00 to be a reasonable award.
- 12. The Tribunal then had regard to Rule 17(4) of the Rules which states that the Tribunal "may do anything at a case management discussionincluding making a decision" and so proceeded to make an Order for Payment in the sum of £990.00.

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.

Karen Moore

Legal Member/Chair

26 November 2025
Date