

Housing and Property Chamber
First-tier Tribunal for Scotland



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/PR/25/2819

Re: Property at 117B Cockelsloan, Renfrew, PA4 0NJ (“the Property”)

Parties:

Miss Chloe Dalton, 120b Craigielea Road, Renfrew, PA4 8NJ (“the Applicant”)

Peachtree Property Services Ltd, 41 Paisley Road, Renfrew, PA4 8LG (“the Respondents”)

Tribunal Members:

George Clark (Legal Member)

Decision (in absence of the Applicant)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and made an Order for Payment by the Respondents to the Applicant of the sum of £700.

Background

1. By application, dated 30 June 2025, the Applicant sought an Order for Payment in respect of the failure of the Respondent to comply with Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the 2011 Regulations”). The Applicant’s complaint was that the Respondent had failed to lodge a deposit of £600 in an approved tenancy deposit scheme. The Applicant was seeking compensation of up to three times the amount of the deposit.
2. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Applicant and Mr James Dickson as tenants and the Respondents as landlords, commencing on 1 August 2022 at an initial monthly rent of £600 and a deposit of £600. The Tenancy Agreement stated that the first rent was payable on 1 October

2022 and that the deposit would be lodged with SafeDeposits Scotland. The application was also accompanied by a copy email of 27 March 2025 from SafeDeposits Scotland to the Applicant, confirming that the deposit had not been lodged with them. The Applicant also provided a copy of an email of 18 July 2025 from the Respondents stating that, as the deposit was not received within 30 days of the commencement of the tenancy, SafeDeposits Scotland would not accept it. As a result, any matters relating to the deposit must be addressed directly between the Applicant and the Respondents. The full deposit would be returned if the Applicant rectified issued with the garden, but the Respondents were happy to deduct £200 for garden work. If, however, they were required to appoint a solicitor, they would also need to include in any claim the cost of outstanding repairs and the replacement of damage including, but not restricted to, replacement doors.

3. On 17 October 2025, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondents were invited to make written representations by 7 November 2025. The Respondents did not make any written representations to the Tribunal within that time limit but on 3 December 2025, they submitted written representations in which they stated that they believed they acted with kindness and compassion throughout the tenancy. They had allowed an initial eight-week rent-free period to enable the Applicant and her partner to move in and to decorate the Property and had provided a new kitchen as a gesture of goodwill to a young family starting out. They accepted that the deposit had not been lodged in an approved tenancy deposit scheme but explained that it had not been paid until 3 October 2022 and had been paid into a personal account rather than the designated property account and had not been noticed until 1 November 2023. SafeDeposits Scotland would not accept it as it was more than 30 days after the start of the tenancy. The Respondents had, however, securely retained the deposit. There were later issues regarding the Applicant keeping a dog in the Property, and the Applicant had caused damage to the Property and the garden. The Respondents provided copies of messages and emails between the Parties, including a message requesting the Applicant's bank details to allow the Respondents to return the deposit to the extent of £200. The Respondents asked the Tribunal to take into account the informality of the start of the tenancy and stated that their failure was not deliberate non-compliance.

Case Management Discussion

4. A Case Management Discussion was held by means of a telephone conference call on the morning of 8 December 2025. The Applicant was not present or represented, having advised the Tribunal in advance that she would not be attending. The Respondents were represented by Mrs Stacy McCrone.
5. Mrs McCrone told the Tribunal that the Respondents accepted full responsibility for an error on their part. They had accepted the advice of

a family member who was assisting them with the administrative side of the letting that they could not lodge the deposit more than 30 working days after the tenancy started, but, having recently checked the position directly with SafeDeposits Scotland, they accepted that this was not the case. The deposit had been paid by the Applicant's grandmother who had used account details that she had for Mrs McCrone's husband, who had previously carried out work for her, rather than using the designated property account, details of which had been provided to the Applicant. As a result, the incoming payment was not noticed until 1 November 2022. Mrs McCrone stressed that the Respondents had tried to work with the Applicant to find a mutually acceptable resolution by agreeing to exclude any items of damage to the house from any claim on the deposit if the Applicant agreed to reinstate the garden or to forgo £200 from the deposit.

Findings of Fact

- (i) The Applicant and her partner entered into a tenancy agreement with the Respondents commencing on 1 August 2022. It stated that the first rent was payable on 1 October 2022.
- (ii) The Applicant paid a deposit of £600 on 3 October 2022.
- (iii) The Respondents did not lodge the Applicant's deposit in an approved tenancy deposit scheme.
- (iv) The tenancy ended on 30 June 2025.
- (v) The Respondents have, to date, refused to refund the full deposit, but have offered to return part of it.

Reasons for Decision

6. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 states that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to enable it to determine the application without a Hearing.
7. Under Regulation 3(1) of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("The 2011 Regulations"), a landlord must, within 30 working days of the beginning of the tenancy pay the deposit to the scheme administrator of an approved scheme. Under Regulation 10, if satisfied that the landlord did not comply with any duty in Regulation 3, the Tribunal **must** order the landlord to pay to the tenant an amount not exceeding three times the amount of the tenancy deposit. Regulation 42 of the 2011 Regulations requires a landlord to provide certain information to tenants, including the name and contact details of the scheme administrator of the tenancy deposit scheme to which the deposit has been paid.

8. The Tribunal noted that the Respondents have failed to return the full deposit and have cited damage to the property and the garden as their reason for only offering to return £200. This is an argument that they could have put in an adjudication by the administrator of an approved scheme, but they lost the right to do so because they did not lodge the deposit with such a scheme. The Tribunal was not prepared to speculate on whether and, if so, to what extent SafeDeposits Scotland would have allowed deductions from the deposit. The Tribunal did not accept the argument initially put forward that SafeDeposits Scotland would not have accepted a deposit lodged more than 30 days after the commencement of the tenancy. The Tribunal did not, however, consider the Respondents' failure to have been deliberate non-compliance. It appeared that they had misunderstood the situation where a deposit is received more than 30 working days after a tenancy begins, but the result was that the deposit was at risk for almost three years. The Respondents had recently checked with SafeDeposits Scotland that they could have lodged the deposit at any time and accepted full responsibility for their initial misunderstanding.
9. The Tribunal also noted that the Applicant had been investigating the matter of the lodging of the deposit in March 2025, as she received confirmation from SafeDeposits Scotland on 27 March 2025 that they did not hold the deposit. The Applicant did not appear to have then raised this matter with the Respondents before she made the application to the Tribunal and she applied on the day the tenancy ended, when she had been aware of the position for three months.
10. Having considered all the evidence before it, the Tribunal decided that it would order the Respondent to pay the sum of £700. The Tribunal regarded this as fair, reasonable and proportionate, taking into account the seriousness of the Respondents' failure and their failure to agree to return the full deposit, but also the fact that it did not appear that they had deliberately failed to comply with their legal obligations. The Tribunal also took into account that the Applicant had clearly checked the situation with SafeDeposits Scotland in March 2025 but had not subsequently raised her findings with the Respondents, to give them a chance to regularise the situation.
11. In arriving at the figure of £700, the Tribunal wished to make it clear that £600 of the amount reflects the deposit that has not been repaid. The Tribunal cannot, in an application under Regulation 3 of the 2011 Regulations, make an Order that a deposit be repaid but, had it already been refunded in full, the Tribunal's Order for Payment would have been in the sum of £100.
12. The Tribunal indicated that the Applicant must provide relevant bank details to enable the Respondents to make payment.

13. The Tribunal noted that, as a result of an administrative oversight, the Respondents' written submissions were not emailed to the Applicant until the morning of the Case Management Discussion. The view of the Tribunal was that the submissions did not contain any material information of which the Applicant would have been unaware, but if the Applicant is of the opinion that she wishes to provide a written response to the submissions, she can ask the Tribunal to Recall its Decision to give her an opportunity to submit written representations.

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.

George Clark

Legal Member/Chair

8 December 2025
Date