



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under the Housing (Scotland) Act 2006 section 121 and Regulation 9 the Tenancy Deposit Schemes (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/25/3413**

**Re: Property at 59 Martin Avenue, Irvine, KA12 9NX (“the Property”)**

**Parties:**

**Mrs Toni Jack, 59 Martin Avenue, Irvine, KA12 9NX (“the Applicant”)**

**Mr Paul Fraser, 5 Hunter Drive, Irvine, KA12 9AS (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision (in absence of the Applicant)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that that the Respondent is in breach of his obligations in terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“Regulation 3”). The Respondent shall make payment to the Applicant in the sum of £500 (FIVE HUNDRED POUNDS)**

**Background**

1. The Tribunal received an application from the Applicant in terms of Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Rules 2017 which was dated on 10<sup>th</sup> August 2025.
2. On 11<sup>th</sup> December 2025, all parties were written to with the date for the Case Management Discussion (“CMD”) of 4<sup>th</sup> February 2026 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 1<sup>st</sup> January 2026.
3. On 11<sup>th</sup> December 2025, sheriff officers served the letter with notice of the hearing/CMD date and documentation upon the Respondent by letterbox

service. This was evidenced by Certificate of Intimation dated 11<sup>th</sup> December 2025.

#### The Case Management Discussion

4. A CMD was held on 4<sup>th</sup> February 2026 at 2pm by teleconferencing. The Applicant was not present and was not represented. The Tribunal Clerk contacted the Applicant at 2.10pm to see if she would be joining the teleconference CMD. She confirmed that she would not be joining the teleconference. The Respondent was present and represented himself.
5. The Respondent admitted he had forgotten to lodge the deposit when the tenancy started. It was an oversight. He had lodged the deposit for the tenant before the Applicant and the tenant after the Applicant but for some reason did not lodge this one. He owns three rental properties altogether and had lodged the deposits in them all except one which is held with the local authority. He noted that the Applicant did not tell her that she left. He went to the Property and neighbour had told him that she had moved out in August. This was on 9<sup>th</sup> October 2025. He had gone to the Property as there had been no rent paid for August or September 2025. He noted that there had been damage in the Property resulting from the Applicant living there. The Tribunal explained that it could not address that at this CMD as it was only focussed upon whether the deposit was lodged or not.
6. The Respondent has provided no evidence, either written or oral, to contradict the evidence of the Applicant.

#### Findings and reason for decision

7. A Private Rented Tenancy Agreement commenced 7<sup>th</sup> August 2026. The Respondent found that the Applicant had left the tenancy on 9<sup>th</sup> October 2025.
8. A deposit of £1000 was paid on 8<sup>th</sup> August 2024 made as a payment of £1580 to the Respondent.
9. The deposit was not lodged within an approved deposit scheme within 30 days from the start of the tenancy.
10. The Respondent admits he receive a deposit of £1000 and that the deposit was not lodged in an approved scheme within 30 days from the start of the tenancy.
11. The Respondent has subsequently relet the Property. This deposit has been lodged with Lettings Protection as had the deposit of the tenant prior to the Applicant living at the Property.
12. The Respondent has failed to comply with the regulations to ensure that the deposit was lodged in an appropriate scheme within 30 days from the start of the tenancy. The Respondent has engaged with the Tribunal process to advise why this has happened and what steps have been taken to ensure that it will not happen again.

## Decision

13. The Respondent has a duty under Regulation 3 to place the deposit in an approved scheme within the specified time but failed to do so. The Respondent did engage with the Tribunal process to explain why the deposit was late and what steps had been taken to prevent such a situation happening again. The Tribunal decided that a fair, just and proportionate sanction would be to order the Respondent to pay the Applicant half the amount of the deposit (£500.00).

## **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.**

# Gabrielle Miller

**4<sup>th</sup> February 2026**

**Legal Member/Chair**

**Date**

---