



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the Regulations”)

Chamber Ref: FTS/HPC/PR/25/3915

Re: Property at 48/9 North Junction Street, Edinburgh, EH6 6HP (“the Property”)

Parties:

Miss Claudia Moreira, 48/9 North Junction Street, Edinburgh, EH6 6HP (“the Applicant”)

Mr Billy Goodbrand, 12 Gilmerton Dykes Road, Edinburgh, EH17 8PG (“the Respondent”)

Tribunal Member:

Ms H Forbes (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted in favour of the Applicant in the sum of £50.

Background

1. This is a Rule 103 application received on 12th September 2025. The Applicant is seeking payment in respect of the Respondent’s failure to lodge the tenancy deposit of £600 in an approved tenancy deposit scheme timeously. The Applicant lodged a copy of a private residential tenancy agreement between the parties which commenced on 5th January 2022 and ended on 5th August 2025, and email correspondence from Safe Deposits Scotland.
2. By email dated 25th November 2025, the Applicant was informed of the provisional date for the Case Management Discussion of 3rd March 2026. The Applicant emailed to ask whether she had to attend and was informed that attendance was expected and in the best interest of parties. The Applicant was informed that it was a decision for her to take as to whether to attend.

3. Parties were notified by letter dated 14th January 2026 of the Case Management Discussion on 3rd March 2026.
4. By email dated 2nd February 2026, the Respondent lodged written representations.

Case Management Discussion

5. A Case Management Discussion (“CMD”) took place by telephone conference on 3rd March 2026. The Respondent was in attendance. The Applicant was not in attendance. The Tribunal Clerk attempted to contact the Applicant repeatedly with no success. The start of the CMD was delayed to allow the Applicant to join. The Applicant did not join the call.
6. The Tribunal considered the terms of Rule 29. The Tribunal determined that the requirements of Rule 17(2) had been satisfied, and it was appropriate to proceed with the application in the absence of the Applicant and on the papers and representations before the Tribunal.
7. The Legal Member explained the purpose of the CMD, and explained that the Tribunal must make an order if there has been a breach of the Regulations.
8. The Respondent reiterated his written representations, stating that he was contacted by the Applicant a week after commencement of the tenancy. The Applicant was concerned about mice in the flat. The Respondent had not been aware of this problem. He offered to get pest control in, but the Applicant was keen to leave. The Respondent said he offered to return the deposit to the Applicant, but she had nowhere to stay. The Respondent got rent control into the Property, and the problem was dealt with. He continued to ask the Applicant when she was leaving, and she said she was looking for another property. A month after the tenancy commenced, the Applicant paid the monthly rent. When asked by the Respondent why she had paid the rent if she was leaving, the Applicant said she had decided to stay in the Property as the problem with the mice had been dealt with. The Respondent registered the tenancy deposit on 21st February 2022.
9. The Respondent said he had not lodged the tenancy deposit immediately, because he understood that the Applicant would require the deposit quickly when she found somewhere else to stay, and he intended to return the deposit to her along with any overpaid rent. The Respondent said he has been a landlord for years, and has one other property to let. He has never been in this position before and has always complied with the Regulations. The Respondent said he always tries to work with the tenants. He did not intend to fail to comply with the Regulations, but delayed in registering the deposit as he thought it would be better for the Applicant if the deposit was repaid quickly rather than having to wait to recover it through the tenancy deposit scheme. The Respondent said the Applicant made a similar application to the Tribunal in April 2022 and then withdrew the application.

10. Asked by the Legal Member for representations on the amount of an award, the Respondent said he was unsure, and suggested a minimal amount of £10 or £20.

Findings in Fact and Law

- 11.
- (i) The parties entered into a private residential tenancy in respect of the Property that commenced on 5th January 2022 and ended on 5th August 2025.
 - (ii) A tenancy deposit of £600 was paid by the Applicant to the Respondent at the commencement of the tenancy.
 - (iii) Shortly after the tenancy commenced, the Applicant indicated she wished to leave the Property.
 - (iv) In February 2022, the Applicant indicated her intention to remain in the Property.
 - (v) On 21st February 2022, the Respondent lodged the tenancy deposit with an approved tenancy deposit scheme.
 - (vi) The deposit was not lodged with an approved tenancy deposit scheme within 30 days of the commencement of the tenancy.
 - (vii) The Respondent has breached Regulation 3 by failing to pay the deposit into an approved tenancy deposit scheme timeously.

Reasons for Decision

12. The Regulations were put in place to ensure compliance with the tenancy deposit scheme, and to provide the benefit of dispute resolution for parties. The Tribunal considers that its discretion in making an award requires to be exercised in the manner set out in the case *Jenson v Fappiano (Sheriff Court (Lothian and Borders) (Edinburgh) 28 January 2015* by ensuring that it is fair and just, proportionate and informed by taking into account the particular circumstances of the case. The Tribunal must consider the facts of each case appropriately.
13. The Tribunal had regard to the decision of Sheriff Cruickshank in *Ahmed v Russell (UTS/AP/22/0021)*, which provides helpful guidance on the appropriate sanction. In doing so, the Tribunal must identify the relevant factors, both aggravating and mitigating, and apply weight to these factors in reaching its decision. The Tribunal is then entitled to assess a fair and proportionate sanction to be anywhere between £1 and three times the sum of the deposit. As per Sheriff Cruickshank at paragraph 40 of his decision in *Ahmed*:- “The sanction which is imposed is to mark the gravity of the breach

which has occurred. The purpose of the sanction is not to compensate the tenant. The level of sanction should reflect the overall culpability in each case measured against the nature and extent of the breach of the 2011 Regulations”.

14. In order to comply with the Regulations, the Respondent ought to have lodged the Applicant’s deposit with an approved tenancy deposit scheme by 15th February 2022, which is 30 working days after the start date of the tenancy. The Respondent lodged the deposit on 21st February 2022. The deposit was unprotected for six days. The deposit was then protected, providing parties with the possibility of adjudication at the end of the tenancy had that been necessary.
15. The Tribunal considered the mitigating circumstances put forward by the Respondent. The Tribunal accepted the Respondent’s evidence that he did not lodge the deposit immediately at the start of the tenancy, as he would usually do, because the Applicant indicated she intended to leave. The Tribunal accepted that the Respondent delayed in lodging the deposit so that he could return it quickly to the Applicant. The Tribunal accepted there was no malicious intent on the part of the Respondent, who was aware of his duty to lodge the deposit. However, the Tribunal noted that the Respondent’s written representations indicate that the Applicant confirmed her intention to continue with the tenancy ‘a couple of days’ after the second rent payment on 5th February 2022. This suggests there may still have been time for the Respondent to lodge the deposit before the 30th working day on 15th February 2022.
16. Taking all the circumstances into account, the Tribunal decided it would be fair and just to award the sum of £50 to the Applicant, which takes into account the Respondent’s failure to lodge the deposit timeously, the short period for which the deposit was unprotected, and the fact that the Applicant was not deprived of the benefit of adjudication.

Decision

17. The Tribunal grants an order against the Respondent for payment to the Applicant of the sum of £50 in terms of Regulation 10(a).

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.

Helen Forbes

Legal Member/Chair

**3rd March 2026
Date**