



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under regulations 9 and 10 of The Tenancy Deposit Schemes (Scotland) Regulations 2011, as amended (“2011 Regulations”)

Chamber Ref: FTS/HPC/PR/25/4120

**Property: Flat 107, 2 Fyfe Lane, Edinburgh, EH6 5GF
 (“the Property”)**

Parties:

**Ms Rachel Dodd, Flat 107, 2 Fyfe Lane, Edinburgh, EH6 5GF
 (“the Applicant”)**

**Edinburgh Abode Residential Limited, a company registered in England and Wales with company number 15658543 and having its registered office address at One Fleet Place, London, EC4M 7WS
 (“the Respondent”)**

Tribunal Member:

Pamela Woodman (Legal Member)

Present:

The case management discussion took place at 2pm on Tuesday 24 March 2026 by teleconference call (“**the CMD**”). The Applicant was present. The Respondent was represented by Suzanne Cameron of Urban Bubble (letting agents). The clerk to the Tribunal was Suzanne Tsui.

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of £200 be made against the Respondent in favour of the Applicant.

BACKGROUND

1. An application was made to the Tribunal under regulation 9 of the 2011 Regulations and in accordance with the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber

(Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 103 (*Application for order for payment where landlord has not paid the deposit into an approved scheme*) of the HPC Rules.

2. The applicant sought “sanctions against the landlord (the respondent) under Regulation 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 and... appropriate financial remuneration for this failure to protect my deposit in accordance with the law.”
3. The application was dated 23 September 2025 and was accepted by notice from the Tribunal dated 30 September 2025.
4. A certificate of intimation from Paul Cottee, process server, confirmed that the case papers and CMD notification letter had been served on the Respondent on 9 February 2026 by leaving them at the registered office address of the Respondent in the hands of an employee of the Respondent.

5. Regulation 9(1) of the 2011 Regulations is in the following terms:

“A tenant who has paid a tenancy deposit may apply to the First-tier Tribunal for an order under regulation 10 where the landlord did not comply with any duty in regulation 3 in respect of that tenancy deposit.”

6. Regulation 3(1) of the 2011 Regulations is in the following terms:

“A landlord who has received a tenancy deposit in connection with a relevant tenancy must, within 30 working days of the beginning of the tenancy –

- a. pay the deposit to the scheme administrator of an approved scheme; and
- b. provide the tenant with the information required under regulation 42.”

7. Regulation 9(2) of the 2011 Regulations is in the following terms:

“An application under paragraph (1) must be made no later than 3 months after the tenancy has ended.”

8. Regulation 10 of the 2011 Regulations is in the following terms:

“If satisfied that the landlord did not comply with any duty in regulation 3 the First-tier Tribunal –

- a. must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit; and
- b. may, as the First-tier Tribunal considers appropriate in the circumstances of the application, order the landlord to –
 - i. pay the tenancy deposit to an approved scheme; or

- ii. provide the tenant with the information required under regulation 42.”

PROCEEDINGS

9. In her application, the Applicant stated that she had paid the tenancy deposit of £2,850 to Urban Bubble (the letting agents) on 8 July 2025. The Respondent’s representative confirmed that the tenancy deposit had been paid on that date.
10. The Applicant provided a copy of an e-mail from Safe Deposits Scotland dated 13 September 2025 which noted that her tenancy deposit had been lodged with it on 11 September 2025. The Respondent’s representative confirmed that the tenancy deposit had been lodged on that date and acknowledged that this was beyond the 30-working day period, as required by the legislation.
11. The Respondent’s representative confirmed that written representations had been provided on behalf of the Respondent. It was confirmed that those had not been crossed over to the Applicant or made available to the Legal Member. It was noted that there had been some communication back and forth with the Tribunal’s administration team regarding the standing of Urban Bubble to submit representations on behalf of the Respondent.
12. The Applicant confirmed that she had provided the application form, a copy of the tenancy agreement between the Applicant and the Respondent and a copy of an e-mail from Safe Deposits Scotland. The Respondent’s representative confirmed that she had received those. The Legal Member had also received those.
13. The Respondent’s representative provided an outline of the written submissions and explained that there had been a high administrative workload at the time, with a high volume of “move ins” but that the tenancy deposit had been held in a ringfenced account and so was safe. She noted that the Applicant had not suffered any financial loss or disadvantage as a result of the short delay in lodging the tenancy deposit with an approved scheme.
14. The Applicant confirmed that she was comfortable to proceed based on that outline, rather than have the case postponed until a later date but that she would like a copy of the written submissions in due course for her records. The Respondent’s representative confirmed that she would send a copy directly to the Applicant after the CMD.
15. The Applicant confirmed that, in terms of the amount of financial remuneration sought, she considered that a “token” amount would be appropriate in the circumstances and suggested an amount of £200.
16. The Respondent’s representative did not object to this suggestion and did not make any submissions that the amount should be lower.

FINDINGS OF FACT

17. The tenancy agreement (between the Applicant and the Respondent dated 4 August 2025) stated that:

- a. the tenancy commenced on 21 July 2025;
- b. rent was payable at a rate of £1,583 per month from the tenancy commencement date up to 31 July 2026 and, after expiry of the discounted period, at a rate of £1,900 per month thereafter; and
- c. a deposit of £2,850 was payable by the Applicant.

18. The deposit was lodged with Safe Deposits Scotland on 11 September 2025.

19. The Applicant confirmed that she was still in occupation of the Property.

REASONS FOR DECISION

20. Based on a tenancy commencement date of 21 July 2025, the tenancy deposit should have been lodged with a tenancy deposit scheme “within” 30 working days of 21 July 2025 and so on or before 1 September 2025 (it being noted that 4 August 2025 had been a public holiday).

21. The Respondent had failed to comply with its duties as landlord in terms of regulation 3 of the 2011 Regulations. Accordingly, the Tribunal was required to make an order in terms of regulation 10 of the 2011 Regulations of “an amount not exceeding three times the amount of the tenancy deposit” (so of between £1 and £8,550).

22. In determining what would be a “fair, proportionate and just sanction” in the circumstances of this particular case, the Tribunal was satisfied, on the balance of probabilities, that:

- a. There had been a delay of 10 days (8 working days) in lodging the tenancy deposit with an approved scheme and so the tenancy deposit was not protected in an approved scheme for that period – however, the period of delay was minimal;
- b. The Respondent had lodged the tenancy deposit, albeit late, without being prompted by the Applicant;
- c. Whilst there was the potential for the Applicant to be prejudiced by the failure to lodge the tenancy deposit in an approved scheme, as a matter of fact she had not suffered any financial loss or other detriment as a result of the delay;
- d. There had been no wilful attempt to avoid compliance with the legislation; and

e. The seriousness of the breach was low based on the above factors.

DECISION

23. The Tribunal decided that a fair, proportionate and just sanction in the circumstances of this particular case was for the Respondent to be ordered to pay the Applicant an amount of £200 (two hundred pounds sterling) as a result of the Respondent's failure to comply with its duties in regulation 3 of the 2011 Regulations. This amount was equivalent to approximately 7% of the tenancy deposit or approximately 12.5% of the monthly rent payable at the time.

Right of Appeal

In terms of Section 46 of the Tribunals (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

24 March 2026

Date