



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

Chamber Ref: FTS/HPC/PR/25/3422

Re: Property at 85G Urquhart Road, Aberdeen, AB24 5ND (“the Property”)

Parties:

Mrs Hafsat Tihamiyu, Mr Taofik Oseni, Ground Floor Left, 12 Jute Street, Aberdeen, AB24 3HB (“the Applicant”)

Mrs Kerri MacIver, 24 Albany Street, Dunfermline, Fife, KY12 0RA (“the Respondent”)

Tribunal Members:

Andrew McLaughlin (Legal Member) and Sara Hesp (Ordinary Member)

Decision

[1] The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) made an award in terms of Regulation 10 of The Tenancy Deposit Schemes (Scotland) Regulations 2011 ordering that the Respondent pay the Applicants the sum of £1,500.00 pounds, being an amount equal to three times the value of the relevant tenancy deposit.

Background

[2] The Applicants seek an award under the Regulations in respect of the alleged failure of the Respondent to lodge a relevant tenancy deposit paid to her in the sum of £500.00 into an approved scheme as required by Regulation 3.

[3] The Application had called previously for a Case Management Discussion (CMD) which regulated the procedure of the Application towards determination.

[4] The Respondent had submitted representations dated 29 October 2025 which briefly accepted the allegation but then addressed at length repairing issues which might have been relevant to the deposit scheme had the money been lodged as it should have.

[5] At the CMD, the Tribunal asked the Respondent why she hadn't placed the deposit into an approved scheme. She said she hadn't been aware of the Regulations and then said that she thought they were optional. She has been a landlord in respect of the Property for seven years and has only now, after this Application, become aware of the need to register deposits in an approved scheme.

The Hearing

[6] The Application then called for a Hearing by video call at 10 am on 7 April 2026. The parties were all personally present. The Respondent could not successfully "*unmute*" herself and so the Tribunal permitted her to leave the video call and instead join as a telephone participant. Neither party had any preliminary matters to raise. The Tribunal began hearing evidence from the Applicants. The Tribunal then heard evidence from the Respondent. Each party had the right to cross-examine the other and following on from the conclusion of evidence, each party had the opportunity to make closing submissions.

[7] The Tribunal comments on the evidence heard as follows.

Mrs Hafsat Tihamiyu

[8] The Applicant's evidence was straightforward to understand. The Applicants had moved into the Property on 17 October 2022. They had paid a tenancy deposit of £500.00 to the Respondent. They vacated the Property on 4 June 2025. The Applicants lodged this Application on 5 August 2025 when they realised that not only had the Respondent not registered their deposit into an approved scheme for the entire duration of the tenancy, but that she also intended to withhold it completely from them for alleged damage and restoration costs to the front door.

[9] Mrs Tihamiyu was very keen to argue the rights and wrongs about the issues with the door but the Tribunal explained that, as previously directed, this Tribunal did not intend to step into the shoes of the tenancy deposit scheme that the deposit ought to have been paid into. Accordingly the Tribunal was tasked with assessing what, if any, award ought to be made under the Regulations and did not intend to dwell on a forensic enquiry into what might or might not have happened with the front door.

[10] The Tribunal found Mrs Tiamiyu's evidence to be entirely credible and reliable. There was little relevant evidence put forward that was not largely agreed in any event. Mrs Tiamiyu's husband, Mr Oseni, did not intend to add anything further and was content that the Tribunal proceed solely on his wife's evidence in addition to the written materials.

Mrs Kerri MacIver

[11] Mrs MacIver explained that she thought the Regulations were voluntary. She had been a landlord since maybe 2018 or so. She had two Properties and had never registered a deposit for either of them for any of her previous tenants until this Application was raised. She explained that she had an agent who had prepared the tenancy agreement but that she hadn't really read it and should have paid more attention. She accepted that she had breached the Regulations. She explained that she was a registered landlord and had undertaken some cpd by means of webinars offered by her local authority.

[12] The Tribunal could not help but feel that the Respondent was somewhat casual in her approach to being a landlord. She said at one point that she hadn't even read the tenancy documentation. She admitted to being complacent. The Tribunal was not in a position to disagree with the Respondent's own analysis.

[13] Having heard from parties, the Tribunal made the following findings in fact.

Findings in Fact

- 1) *The parties entered into a tenancy agreement whereby the Respondent let the Property to the Applicants by virtue of a tenancy agreement dated 17 October 2022.*
- 2) *The Applicants paid the Respondent a deposit of £500.00.*
- 3) *The Respondent failed to comply with Regulation 3 to pay the deposit paid by the Applicant into an approved tenancy deposit scheme within 30 working days of the commencement of the tenancy.*
- 4) *At the end of the tenancy, the Respondent fully retained the entire deposit and refused to return it to the Applicants.*

Reasons for Decision

[14] Having made the above findings in fact, the Tribunal had to determine what, if any, award ought to be made under Regulation 10. The Tribunal proceeded on the basis that the determination of the award required the Tribunal to exercise its judicial discretion to consider what would be fair, proportionate and just.

[15] The Tribunal took into account the substantial period of time in which the deposit was unprotected and also the fact that the Respondent then undermined the entire purpose of the Regulations by retaining the deposit herself. She therefore acted as the sole arbiter and completely deprived the Applicants of their right to impartial adjudication. The Tribunal also considered the Respondent to be casual in her approach to her legal obligations. She had been a landlord for two properties and for multiple tenants for many years but yet was unfamiliar with the Regulations.

[16] The Tribunal saw no reason to treat this breach with leniency or consider that there was any mitigation that ought properly to influence the order made.

[17] The Tribunal considered that the highest sum ought to be awarded in terms of Regulation 10 which is a sum equal to three times the sum of the deposit of £500.00, being £1,500.00.

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.

Andrew McLaughlin

Legal Member/Chair

7 April 2026

Date