



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 (Regulations)

Chamber Ref: FTS/HPC/PR/25/4716

Re: Property at 18 LORIMER STREET, PERTH, PH10AR (“the Property”)

Parties:

MISS JAMIE BURNS, MR DECLAN GANNON, 18 LORIMER STREET, PERTH, PH10AR (“the Applicant”)

SIGMA PRS NORTHERN (BERTHA PARK) LTD., STAFFORD COURT 145 WASHWAY ROAD, GREATER MANCHESTER, M337PE (“the Respondent”)

Tribunal Members:

Alan Strain (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent pay the sum of £1,240 to the Applicant.

Background

This is an application under Regulation 9 of the Regulations and Rule 103 of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (Rules)* in respect of an alleged failure to protect a tenancy deposit.

The Tribunal had regard to the following documents lodged in advance of the Hearing:

1. Application received 3 November 2025;
2. Tenancy Agreement commencing 24 April 2025;
3. Evidence of deposit payment on 22 April 2025;
4. Confirmation of deposit protection from Safe Deposit Scotland (**SDS**) on 29 September 2025;
5. Respondent’s Written Representations dated 24 February 2026.

Case Management Discussion (CMD)

The case called for a CMD by telephone on 15 April 2026. The Applicant participated. The Respondent participated and was represented by Mr Adam Stevenson, Operations Director.

The Tribunal ran through the procedure to be followed with the Parties.

The Parties agreed the following facts:

1. The Property had been let commencing 24 April 2025;
2. A deposit of £1,240 had been paid on 22 April 2025;
3. The deposit was protected on 29 September 2025;
4. The tenancy was continuing.

The Tribunal heard from the Respondent's Operations Director that the Respondent is the largest provider of single family homes in the UK (5,500 Properties). It had been trading as a landlord since 2019 and in Scotland for just under 3 years. The development in Scotland had 75 units of which this was one. The Respondent has an automated system of tenancy deposit protection. Due to human error the system was not "live" until September 2025 when the oversight was noticed and the deposit protected. This was not the only deposit that had not been protected in the development.

The Applicant asked the Tribunal to note that the deposit had not been protected for nearly 6 months. The failure to protect the deposit had only come to light when the Applicant received notification from SDS that the deposit had been protected with them.

It appeared to the Tribunal that there was sufficient information on which to make a decision. The Tribunal asked the Parties if they wished to proceed to a hearing or for the Tribunal to make a decision on the information available. The Parties confirmed that they wished the Tribunal to proceed to make a decision on the available information.

Having considered the Parties' evidence in so far as material the Tribunal made the following findings in fact:

1. The Parties let the subjects under a tenancy agreement commencing 24 April 2025.
2. The Applicant paid a deposit of £1,240 on 22 April 2025.
3. The deposit was not protected until 29 September 2025.
4. The tenancy was continuing.
5. The Respondent was aware of the requirement to protect the deposit.
6. The Respondent is the largest provider of single family homes in the UK (5,500 Properties). It had been trading as a landlord since 2019 and in Scotland for just under 3 years.
7. The development in Scotland had 75 units of which this was one.
8. The Respondent has an automated system of tenancy deposit protection. Due to human error the system was not "live" until September 2025 when the

oversight was noticed and the deposit protected. This was not the only deposit that had not been protected in the development.

9. The deposit had not been protected for a period in excess of 5 months.

Decision and Reasons

Failure to protect the deposit

It was clear that the tenancy deposit had not been protected in breach of the regulations. Having made those findings it then fell to the Tribunal to determine what sanction should be made in respect of the breaches. In so doing the Tribunal considered and referred to the cases of ***Russell-Smith and others v Uchegbu [2016] SC EDIN 64*** and ***Rollet v Mackie 2019 UT 45***. The Tribunal considered what was a fair, proportionate and just sanction in the circumstances of the case always having regard to the purpose of the Regulations and the gravity of the breach. Each case will depend upon its own facts and in the end of the day the exercise by the Tribunal of its discretion is a balancing exercise.

The Tribunal weighed all the factors and found the following factors to be of significance:

1. The Respondent was aware of the requirement to protect the deposit;
2. The Respondent is the largest provider of single family homes in the UK (5,500 Properties). It had been trading as a landlord since 2019 and in Scotland for just under 3 years.
3. The development in Scotland had 75 units of which this was one.
4. The Respondent has an automated system of tenancy deposit protection. Due to human error the system was not “live” until September 2025 when the oversight was noticed and the deposit protected. This was not the only deposit that had not been protected in the development.
5. The deposit had not been protected for a period in excess of 5 months.
6. The Applicant had not sustained any loss as a consequence of the Respondent’s failure to protect the deposit.

The Tribunal consider and find that this was not a breach that could be said to have been at anything other than the lower end of the scale given the Respondent’s experience, knowledge and reasons for not protecting the deposit in time.

In the circumstances the Tribunal considered the breach to be at the lower end of the scale. The Tribunal considered the sum of £1,240 to be a fair, proportionate and just sanction in the circumstances of the case.

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.

Alan Strain

15 April 2026

Legal Member/Chair

Date