



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

**Chamber Ref: FTS/HPC/PR/25/4840**

**Re: Property at 2/1 River Court, 207 Busby Road, Clarkston, G76 8DR (“the Property”)**

**Parties:**

**Ms Jennifer Nicol, 7 Sweet Thorn Drive, East Kilbride, G75 9FR (“the Applicant”)**

**Andrew Brown, Jessica Lake, UNKNOWN, UNKNOWN; 9 Langtree Avenue, Giffnock, Glasgow, G46 7LN (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Landlord is in breach of her 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 £892.50 (EIGHT HUNDRED AND NINETY TWO POUNDS AND FIFTY PENCE).**

**Background**

1. The Tribunal received an application dated 29<sup>th</sup> September 2025 from the Applicant in terms of Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Rules 2017.
2. On 30<sup>th</sup> March 2026, all parties were written to with the date for the Case Management Discussion (“CMD”) of 13<sup>th</sup> May 2026 at 10am by teleconferencing. The letter also requested all written representations be submitted by 20<sup>th</sup> April 2026.

3. On 31<sup>st</sup> March 2026, sheriff officers were unable to effect service upon the Respondents. When the sheriff officers attempted service they were told by the occupants of the house that the Respondents had moved to Switzerland 12 months ago. Service by Advertisement was undertaken upon the Respondents from 22<sup>nd</sup> April 2026.
4. On 12<sup>th</sup> April 2026, the Respondents emailed the Housing and Property Chamber with a submission. In the submission they lodged a Short Assured Tenancy agreement, AT5, Private Rental Tenancy agreement, an email from the deposit scheme and a submission in terms of their position. The Respondents admitted the breach but raised that as mitigating circumstances the tenancy including the deposit was being managed by a professional letting agent, the deposit was late but only by 15 days, the deposit was protected and the deposit was returned to the Applicants at the end of the tenancy.

#### The Case Management Discussion

5. A CMD was held on 13<sup>th</sup> May 2026 at 10am by teleconferencing. The Applicant was present and represented herself. The Second Named Respondent was present and represented both Respondents.
6. The Applicant said that all of her dealings were with the letting agent. When she was making this application the letting agents were not forthcoming with the Respondents address so she had to get it from her local authority through the landlord registration.
7. The Applicant said that she took the process of entering into a tenancy very seriously. This was her first tenancy which was for her and her two young sons. She expected the letting agent to take matters equally seriously. When she found out that the deposit was not lodged within 30 days of the start of the tenancy she raised it with the letting agent who did not appear to be concerned about it as it was now lodged. The tenancy ended on 25<sup>th</sup> September 2025. She has received her deposit in full. This was administered by Safe Deposit Scotland.
8. The Respondent said that she has three rental properties in total. All the deposits are within an approved scheme. All are managed by a letting agent as she lives abroad. It is the same letting agent that managed this tenancy. The letting agent said that it was an administrative error. They did not elaborate but has assured her that procedures are in place that it will not happen again. She said that they emphasised to her that the deposit was only not in the scheme for 15 days or 13 working days and that there was no loss to the Applicant.
9. The Tribunal noted that the Respondents as landlords remain legally responsible for the breach even though it was their letting agent that had caused it. The Respondent said that going forwards she will make sure that all her legal obligations are met. The Tribunal noted that it only has powers to determine the breach in terms of a landlords actions. This Tribunal was not focused on any possible redress between the letting agent and the

Respondents. They will have to take their own legal advice with regard to that point.

10. There was a discussion regarding the deposit certificate lodged by the Respondent as it stated that £0 were being held. The Respondent said that this is most likely to have been requested at the end of the tenancy when the deposit had been returned. There was a further lodged document from the deposit scheme which stated that the full deposit of £892.50 had been returned to the Applicant. Both parties accepted the deposit was lodged in the scheme from 10<sup>th</sup> December 2014 and that the explanation was most likely that this statement had come after the deposit had been released to the Applicant.
11. The Tribunal considered that a one times penalty was fair reasonable and proportionate. The Respondents breached the regulations. The Respondents have admitted the breach. The breach was for 15 days which is a small amount of time in proportion to the tenancy. The deposit was protected for the majority of the tenancy.

#### Findings and reason for decision

12. A Short Assured Tenancy started on 10<sup>th</sup> October 2014 to 11<sup>th</sup> April 2015 and then thereafter on a month to month basis. The tenancy was then converted to a Private Residential Tenancy Agreement which commenced on 1<sup>st</sup> March 2025. The tenancy ended on 25<sup>th</sup> September 2025.
13. A deposit of £892.50 was paid for the start date of the tenancy on 10<sup>th</sup> October 2014.
14. The deposit was lodged with Safe Deposit Scotland on 12<sup>th</sup> December 2014 which is outwith 30 days from the start of the tenancy. This is 15 days after the date that it was due to be lodged. This is a breach of the regulations.
15. The Applicant was not made aware of when her deposit was lodged into the deposit scheme.
16. The Respondent admits that the deposit was not lodged in an approved scheme within 30 days from the start of the tenancy. The Respondent instructed her letting agent to deal with all matters of the tenancy. The Respondents now live abroad. An administrative error by the letting agent had meant that the deposit was not lodged in time by the letting agent. The Respondents as landlords remain legally responsible to ensure that the deposit is lodged within the scheme within the correct time. The Respondents will check with their letting agent that all of their legal obligations are complied with at the start and during any tenancies.
17. The Respondents have 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 Respondents have 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

18. The Respondents have a duty under Regulation 3 to place the deposit in an approved scheme within the specified time but failed to do so. The Respondents 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 one times the amount of the deposit (£892.50).

## **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.**



13<sup>th</sup> May 2026

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Legal Member/Chair

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Date