



**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules') in relation to an application for payment where a landlord has not paid the deposit into an approved scheme in terms of Rule 103 of the Procedure Rules.**

**Chamber Ref: FTS/HPC/PR/25/4773**

**Re: 2/2, 2 Primrose Street, Glasgow, G14 0TE ("the Property")**

**Parties:**

**Emily Mochan residing at 134 Mulben Crescent, Glasgow, G14 0TE ("the Tenant and Applicant")**

**Justin and Alison Parsons residing at 104 Essex Drive, Glasgow, G14 9LX ("the Landlords and Respondents")**

**Tribunal Member: Jacqui Taylor (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Landlords should pay the Applicant the sum of £310 by way of sanction under Regulation 10 1(a) of the Tenancy Deposit Schemes (Scotland) Regulations 2011, as amended by the Housing (Scotland) Act 2014 (Consequential Provisions) Order 2017.**

## **1. Background**

The Tenant submitted an application to the Tribunal for payment where a landlord has not paid the deposit into an approved scheme in terms of Rule 103 of the Procedure Rules, which application was dated 5<sup>th</sup> November 2025 and was in the following terms: *'I began my tenancy with the listed address and paid a deposit of £750. £500 of my deposit was not submitted to a protected deposit scheme until 29<sup>th</sup> July 2020. This is out with the thirty day time frame required and left me vulnerable as a tenant for this time period. £250 of this deposit was never submitted to a scheme and I have*

*submitted Form F under Rule 111 to address this however I feel overall my deposit was not managed responsibly.'*

## **2. Documents lodged with the Tribunal with the Application**

Documents lodged with the Tribunal by the Tenant were:

2.1 A copy of the private residential tenancy agreement between the parties. Clause 5 of the agreement stated that the start date of the tenancy was 25<sup>th</sup> January 2020.

2.2 Two emails from Safe Deposits Scotland to the Tenant dated 28<sup>th</sup> October 2025.

2.3 A copy of a bank transaction on 24<sup>th</sup> January 2020 which states 'Alison Deposit and Rent £1200.'

2.4 A copy of a text message dated 1<sup>st</sup> September advising that the Tenant's move out date was 1<sup>st</sup> October 2025.

2.5 A message that states that the Landlords have requested payment of the deposit of £500 and a response from the Tenant is required by 10<sup>th</sup> December 2025.

## **3. Notice of Acceptance.**

By Notice of Acceptance by Mary- Claire Kelly, Convener of the Tribunal, dated 13<sup>th</sup> November 2025, she intimated that she had decided to refer the application (which application paperwork comprised documents received between 5<sup>th</sup> November 2025 and 11<sup>th</sup> November 2025) to a Tribunal.

## **4. The Landlords' Written Representations.**

### *Section 1 - Overview of Case*

*This case concerns a technical and unintentional shortfall in the amount of deposit lodged with SafeDeposits Scotland. The Applicant paid £620, not the £750 she states in her application, leaving the landlord under-protected by £130 for the entire duration of the tenancy. Of the £620 actually received, £500 was lodged with SafeDeposits Scotland, and the Applicant was notified of this at the time. Only £120 remained unprotected, and the £500 that was lodged was lodged five months late, during the early stages of the COVID-19 pandemic. This delay was an honest administrative oversight rather than any attempt to avoid compliance. Throughout the tenancy, I consistently acted reasonably, patiently, and supportively. The Applicant paid rent late*

*on 41 occasions out of 67 months, including delays of up to 109 days, and I accommodated every late payment without pressure, warnings, or escalation. This long-term pattern demonstrates that the Applicant was comfortable communicating with me, did not feel vulnerable or distressed, and relied heavily on my flexibility. It also reflects the cooperative nature of the tenancy and the good-faith relationship that existed for almost six years. At the end of the tenancy, as soon as I became aware of the deposit discrepancy, I contacted the Applicant immediately, explained the situation openly, and provided a full breakdown. I did so because the relationship had always been constructive, and I believed that raising the matter transparently was the appropriate and responsible course of action. I could have attempted to correct the discrepancy by simply topping up the deposit with SafeDeposits Scotland and relying on the fact that the Applicant had underpaid the deposit. Instead, I chose to be honest and communicate directly in good faith. The Applicant did not extend the same transparency. She ceased communication entirely, did not provide bank details, did not respond to SafeDeposits Scotland, and did not indicate that she intended to bring a Tribunal application. Had she done so, I would have engaged fully and attempted to resolve the matter without the need for Tribunal involvement. Her decision not to communicate, despite repeated opportunities, is relevant to the overall assessment of conduct. The Applicant suffered no financial loss. She agreed to all end-of-tenancy deductions, expressed no concerns at the time, and her own messages show she was relaxed, cooperative, and content. Her application contains significant inaccuracies in dates and figures, including being five years out on the tenancy start date and misstating the deposit amount paid. These inaccuracies indicate reliance on memory rather than evidence and do not support her claim of vulnerability or distress. Given the unintentional nature of the breach, the fact that £500 of the deposit was protected, the limited period of late protection, the Applicant's underpayment of the deposit which left me unprotected for almost six years, my long history of full compliance, the Applicant's refusal to engage with reasonable communication, the absence of any loss, and the fact that the £120 has always been available to her, I respectfully submit that the fair and proportionate outcome is to order payment of the £120 only, with no additional sanction.*

*The following is a simple summary of what is owed to the tenant.*

## *Item Amount Notes*

- 1. Deposit amount stated in tenancy agreement £750 Increased from £500 at the tenant*
- 2. Deposit amount actually paid by tenant (Jan 2020) £620 Tenant underpaid by £130, leaving the landlord under-protected for almost six years.*
- 3. Deposit amount lodged with SafeDeposits Scotland by landlord £500 Lodged on 29 July 2020. Tenant was notified by Safe Deposit Scotland and raised no concerns until this Application to Tribunal.*
- 4. Amount still owed to tenant by landlord £120 Available since October 2025. Not paid only because the tenant refused to provide bank details and did not respond to SafeDeposits Scotland.*

## *Section 2 - List of Appendices with Key Evidence*

*The following appendices are provided with this written representation. Appendix A – WhatsApp Communication Transcript with Alison Parsons – 29 Sept 25 to 23 Nov 25 Evidence that tenant is relaxed, comfortable and supported by Landlord, tenant avoids to handover keys in person at the flat, tenant agrees to costs for repairs and cleaning, tenant does not respond to request to provide bank details for part deposit repayment.*

*Appendix B – WhatsApp Communication Transcript with Justin Parsons - Tenant not responding to Landlords Request to repay deposit at 29 Oct 25 Evidence that tenant is relaxed, comfortable and supported by Landlord, tenant is aware that deposit was not paid in full, tenant does not respond to request to provide bank details for part deposit repayment.*

*Appendix C – Tenant not responding to Safe Deposit Scotland requests to repay deposit at 24 Nov 25 Evidence that Safe Deposit Scotland have tried without success to communicate with tenant.*

*Appendix D – Email from Safe Deposit Scotland - Tenant not responding to Safe Deposit Scotland at 11 Dec 25 Evidence that Safe Deposit Scotland have tried without success to communicate with tenant.*

*Appendix E – Rent Statement Evidence that the full deposit was not paid by the tenant. Also, evidence that the nature of the relationship between landlord and tenant was not one where stress was caused to the tenant. Instead, it shows the tenant was supported by an extremely reasonable and supportive landlord despite persistent breaches of the tenancy agreement by the tenant. 41 out of 67 rent payments were late.*

### *Section 3 - Details of Written Representations*

*1. Background and Context of the Tenancy The property was originally advertised with a £500 deposit. After agreeing to take the tenancy, the tenant informed us that she had a dog and requested that the deposit be increased to £750. We agreed to this at her request.*

*The tenant moved into the property in January 2020. Throughout the tenancy, we consistently acted reasonably, flexibly, and supportively. The tenant frequently paid rent late — in some cases significantly late — and we always accommodated this without pressure or complaint. We did not increase the rent for four years and the rent remained at £500. For the next 18 months we increased the rent by only £15 as per the COVID rent controls at the time. Eventually when we increased the rent to £685 which was still £100 below market rent the tenant chose to end the tenancy. This long-term pattern demonstrates that the tenant did not feel vulnerable, distressed, or under pressure in her dealings with us. She was comfortable communicating with us, relied on our flexibility, and did not raise any concerns about the deposit or her rights at any point during the tenancy. The Applicant has given incorrect information to the Tribunal at Section 5. Application Details by saying “on 25/01/2025 I moved into the property.....”. This suggests that the tenancy did not even last the original 12-month term. The truth is that the tenant lived at the property for almost 6 years and with no complaints. The Applicant has given further incorrect information to the Tribunal at Section 5. Application Details by saying she “paid £750 deposit.....”. At the time of making the Application the Applicant was aware of having only paid £620 deposit.*

*2. Tenant’s Rent Payment History and Landlord’s Long-Term Reasonableness The tenant lived in the property for 67 months. During this period, rent was paid late on 41 occasions. The pattern of late payment was significant and persistent: x 13 occasions where rent was up to 1 week late x 19 occasions where rent was up to 2 weeks late x*

5 occasions where rent was up to 3 weeks late x 2 occasions where rent was up to 4 weeks late x 1 occasion where rent was approximately 9 weeks late x 1 occasion where rent was approximately 16 weeks late At no point did we issue warnings, apply late fees, threaten action, or place the tenant under pressure. We consistently accommodated these delays without complaint. This long-term pattern demonstrates: x the tenant did not feel vulnerable or intimidated x the tenant was comfortable communicating with us x the tenant relied on our flexibility x the tenant did not behave like someone who felt “unable to communicate” or “unable to contest anything” x the landlord acted reasonably, patiently, and supportively over a prolonged period This history is relevant because it shows the nature of the landlord-tenant relationship: cooperative, flexible, and without conflict. It also demonstrates that the tenant’s current claims of stress, vulnerability, or inability to communicate are inconsistent with her behaviour throughout the tenancy.

3. *Deposit Amount Agreed and Paid* On 24 January 2020, the tenant paid £1,200, to cover rent and a deposit contribution. The correct amount due on that date was £1,330 (£580 rent + £750 deposit). The tenant therefore underpaid by £130. The deposit actually received was £620, not £750. This underpayment by the tenant contributed to the later misunderstanding about the deposit amount.

#### 4. *Deposit Lodgement*

I lodged £500 with SafeDeposits Scotland on 29 July 2020. At the time, I genuinely believed this was the full deposit received. The property had originally been advertised with a £500 deposit, and although the tenant later requested an increase to £750 due to having a dog, I accept that I forgot about this change when making the lodgement.

This period coincided with the early stages of the COVID-19 pandemic, when there was widespread uncertainty and genuine concern about public health. This may have contributed to my lack of focus when processing the deposit. However, this was an honest oversight rather than any attempt to avoid compliance. SafeDeposits Scotland notified the tenant of the lodgement, including the amount of £500. The tenant did not raise any concern about the amount being lower than £750, nor did she raise any issue about the timing of the lodgement. This indicates that the tenant did not feel vulnerable or distressed about the deposit at the time and did not believe she was

*unprotected. She did not notice the underpayment of the deposit she herself had proposed, and she did not raise any concerns with us or with SafeDeposits Scotland during the tenancy. This was an unintentional administrative error, not a deliberate failure to comply.*

#### *5. My Compliance Record*

*I am an experienced landlord with eight properties in Scotland, and I have lodged numerous deposits with SafeDeposits Scotland over many years. This is the first and only time I have ever had an issue with deposit lodgement. My long-standing compliance record demonstrates that:*

*x I understand my obligations*

*x I normally comply fully and promptly*

*x This incident was an isolated mistake*

*x There is no pattern of non-compliance This supports the conclusion that the breach was technical and accidental.*

*6. Discovery of the Shortfall and Attempts to Rectify At the end of the tenancy, I reviewed the payment history and identified:*

*x The tenant had underpaid the deposit by £130. (She paid £620 instead of (£750)*

*x I lodged £500 deposit with Safe Deposit Scotland. (£250 less than the amount in the tenancy and £120 less than deposit paid by the tenant).*

*x The correct balance due to the tenant is £120*

*On 28–29 October 2025, I contacted the tenant via WhatsApp to:*

*x explain the discrepancy x provide a full breakdown*

*x request her bank details*

*x offer to transfer the £120 immediately.*

*The tenant did not provide bank details and did not follow up.*

7. *End-of-Tenancy Deductions, Cleaning, Damage and Tenant Agreement (Supported by WhatsApp Transcript – Appendix A)*

*The tenant avoided meeting for a joint inspection on leaving the property. The WhatsApp messages exchanged at the end of the tenancy show that the tenant was relaxed, friendly, and cooperative. She acknowledged that she had smashed the hob, that a cupboard door had come off, and that she had not cleaned the flat. She expressed no stress or concern.*

*The tenant agreed to the following costs:*

*x £90 – replacement electric hob*

*x £50 – electrician to install the hob*

*x £120 – cleaning labour (8 hours at £15 per hour) x £20 – cleaning materials Total agreed deductions: £280*

*The tenant explicitly stated: “All sounds fair to me I’m not going to dispute any of that...” This directly contradicts her later claim that she was “unable to contest anything” or “left vulnerable”.*

8. *SafeDeposits Scotland Outcome.*

*SafeDeposits Scotland attempted to contact the tenant to request her bank details so that the remaining balance could be returned to her. The tenant did not respond.*

9. *As a result, SafeDeposits Scotland refunded £280 to me on 15 December 2025 — the amount representing the agreed deductions. Therefore we received this refund circa 2 months late. The delay in this refund occurred solely because the tenant did not engage with SafeDeposits Scotland. The tenant therefore suffered no financial loss.*

10. *Tenant’s Lack of Engagement With Reasonable Communication Channels Throughout the end-of-tenancy process, the tenant did not engage with either the landlord or SafeDeposits Scotland, despite multiple opportunities to do so. x She did not respond to multiple messages requesting bank details to repay the balance held by us.*

*x She did not respond to SafeDeposits Scotland's attempts to release the remaining balance held by them.*

*x She did not respond to follow-up messages regarding mail or finalising the deposit.*

*x She did not raise any concerns about the deposit until after all deductions had been agreed and accepted. Her behaviour demonstrates that she did not feel vulnerable, distressed, or unable to communicate. Instead, she chose not to engage with the appropriate channels and has now raised the matter for the first time through the Tribunal. The Tribunal process should not be used as a substitute for normal communication where the tenant has declined to respond to reasonable and repeated attempts to resolve matters directly and through the approved deposit scheme.*

#### *11. Nature of the Breach*

*I accept that the full deposit received from Emily (£620) was not lodged within 30 working days and that the £500 that I did lodge was circa 5 months late. However:*

*x the majority of the deposit was protected. £500 out of the £620 paid was protected and for 62 months of the 67-month tenancy.*

*x the breach by me was unintentional.*

*x The tenant appeared to know nothing of a breach until I told her.*

*x the tenant contributed to the confusion by underpaying the increased deposit she herself proposed.*

*x I attempted to rectify the issue immediately*

*x the tenant suffered no loss*

*x the tenant did not engage with the process*

*x the tenant's conduct throughout the tenancy shows she did not feel vulnerable or distressed*

*x I have a long and consistent history of full compliance with deposit regulations This is a technical breach, not a deliberate or reckless one. I respectfully ask the Tribunal to take these mitigating factors into account.*

## 12. Order sought by the Respondent.

*In closing, I respectfully ask the Tribunal to note that as soon as I became aware of the deposit discrepancy, I contacted the Applicant immediately and explained the situation openly and transparently. I did so because the relationship throughout the tenancy had always been cooperative, and I believed that raising the matter honestly was the appropriate and responsible course of action. I could have attempted to correct the discrepancy by simply topping up the deposit with SafeDeposits Scotland and relying on the fact that the Applicant had underpaid the deposit by £130 at the start of the tenancy. Instead, I chose to be transparent and to communicate directly with her in good faith. The Applicant did not extend the same transparency, as she ceased communication entirely and did not indicate that she intended to bring a Tribunal application. Had she done so, I would have engaged fully and attempted to resolve the matter without the need for Tribunal involvement. The Applicant's decision not to communicate, despite repeated opportunities to do so, is relevant to the overall assessment of conduct. In these circumstances, and given the unintentional nature of the error, my long history of compliance, the Applicant's lack of loss, and the fact that £120 has always been available to her, I respectfully submit that the fair and proportionate outcome is to order payment of the £120 only, with no additional sanction.'*

## **5. The Case Management Discussion.**

This case called for a conference call Case Management Discussion (CMD) Conference call at 14.00 on 24<sup>th</sup> April 2026.

The parties attended.

5.1 The parties agreed the following facts, which were accepted by the Tribunal:

5.1.1 The lease agreement between the parties of the Property 2/2, 2 Primrose Stret, Glasgow, G14 0TE was a private residential tenancy.

5.1.2 The Applicant had been Tenant of the Property.

5.1.3 The tenancy had started on 25<sup>th</sup> January 2020.

5.1.4 Alison Parsons, is heritable proprietor of the Property in terms of Land Certificate title number GLA42472.

5.1.5 The Respondents had been the Landlords of the Property in terms of the lease between the parties.

5.1.6 The tenancy ended on 1<sup>st</sup> October 2025.

5.1.7 The rent due in terms of the lease was £500 per month. In terms of clause 7 of the lease the initial rent payment for the period 25<sup>th</sup> January 2020 to 29<sup>th</sup> February 2020 was £580.

5.1.8 Clause 10 of the lease states that a deposit of £750 was due by the Tenant at the start of the tenancy.

5.1.9 The Tenant had paid the sum of £1200 to the Landlords on 24<sup>th</sup> January 2020 which comprised £580 rent and £620 towards the deposit.

5.1.10 The Landlords lodged the sum of £500 with SafeDeposits Scotland on 29 July 2020.

5.1.11 Safe Deposit Scotland adjudicated the deposit of £500 that had been lodged with them and paid £280 to the Landlords with the balance of £220 being paid to the Tenant.

5.1.12 The Tenant paid the Landlords a deposit of £620 on 24<sup>th</sup> January 2020 and the Landlords paid the sum of £500 to Safe Deposits Scotland on 29<sup>th</sup> July 2020.

5.1.13 The balance of the deposit of £120 was never lodged with Safe Deposits Scotland and is still held by the Landlords.

## **5.2 Oral Representations by the Tenant:**

5.2.1 The Landlords were almost six months late in paying the deposit of £500 to the tenancy deposit scheme.

5.2.2 The Landlords never paid the sum of £120 into the tenancy deposit scheme.

5.2.3 She accepts that the Landlords were good landlords. She took advice from Shelter and is happy to accept the decision of the Tribunal.

5.2.3 In the circumstances she considers it reasonable that any sanction due by the Landlords should be at the top end of the scale of three times the deposit of £620 which totals £1860.

5.2.4 She will send the Landlords an email with her bank details.

## **5.3 Oral Representations by the Landlords:**

5.3.1 The Landlords referred to their written representations and explained that the failure to lodge the sum of £120 into a tenancy deposit scheme was a genuine mistake

that had occurred largely because the Tenant had paid the incorrect amount at the start of the tenancy. She should have paid £1330 but only paid £1200.

5.3.2 The Landlords usually charge tenants deposits that are equal to the monthly rent charge. On this occasion the deposit was more than the monthly rent charge as the Landlords had made a concession to the Tenant and allowed the Tenant to keep a pet in the Property and consequently the amount of the deposit had been increased. This was another reason why the discrepancy had been over looked.

5.3.3 The period during which the deposit should have been lodged with the tenancy deposit scheme was during covid. This was a very stressful time for them. They were caring for ill relatives in Ireland and the lodgement of the deposit was delayed.

The discrepancy only came to light after the end of the tenancy.

5.3.4 They do not believe that the discrepancies caused the Tenant any stress as she had not been aware of the issue.

5.3.5 The Landlords are very responsible and tolerant Landlords and they did not press the Tenant when she was late in paying the rent throughout the tenancy. She had been late in paying the monthly rent payments on approximately thirty times throughout the tenancy.

5.3.6 The Landlords were surprised that the Tenant brought this matter to the Tribunal. They had been very kind to her throughout the tenancy.

5.3.7 They are still holding the sum of £120 due to the Tenant because she did not engage with them and she did not provide her bank details to enable the payment to be made to her.

5.3.8 They are good landlords and the failure to lodge the full deposit with the tenancy deposit scheme and the delay in lodging the sum of £500 with the tenancy deposit scheme were genuine mistakes. Any sanction should be at the lower end of the scale.

5.3.9 They were unable to arrange for Safe deposit Scotland to deduct the sum of £120 from the sum of £280 that was returned to them because the Tenant did not engage with Safe Deposit Scotland.

## **6. Decision.**

6.1 The Tribunal found that as the material facts were agreed a hearing was not necessary.

6.2 The Tribunal determined that the tenancy was a relevant tenancy for the purposes of the 2011 Regulations.

6.3 The tenancy ended on 1<sup>st</sup> October 2025 and the Tenant sent the application to the Tribunal on 5<sup>th</sup> November 2025. The application had been made timeously.

**6.4** The relevant sections of the Tenancy Deposit (Scotland) Regulations 2011 ('2011 Regulations'), as amended, provide:

**Regulation 3.**

**3(1)** 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.

**Regulation 10**

**10(1)** 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;

6.5 The Tenant paid the Landlords a deposit of £620 on 24<sup>th</sup> January 2020 and the Landlord paid the sum of £500 to Safe Deposits Scotland on 29<sup>th</sup> July 2020.

6.6 The Landlords have breached Regulation 3 of the Tenancy Deposit (Scotland) Regulations 2011 for the following reasons:

6.6.1 The £500 payment towards the deposit was lodged with Safe Deposits Scotland approximately five months late and

6.6.2 The balance of the deposit of £120 was never lodged with Safe Deposits Scotland throughout the tenancy ( from January 2020 to October 2025) and is still held by the Landlords.

**6.7** The Tribunal considered the parties representations. In assessing the level of sanction the Tribunal considered the following cases:-

6.7.1 Rollett v Mackie UTS/AP/19.0020.

In this case Sheriff Ross notes that “the decision under regulation 10 is highly fact-specific to each case” and that each case has to be examined on its own facts, upon which a discretionary decision requires to be made by the FtT. Assessment of what amounts to a ‘serious’ breach will vary from case to case – it is the factual matrix, not the description, which is relevant.” In analysing the “factual matrix” in that case, Sheriff Ross noted that in assessing the level of a penalty charge, the question is one of culpability, and the level of penalty requires to reflect the level of culpability.

6.7.2 Ahmed v Russell 2023 S.L.T. (Tr) 33 FTS

In this case Sheriff Cruickshank found that the Tribunal should seek to assess a sanction that is “fair and proportionate” in all the circumstances, taking into account both aggravating and mitigating circumstances. The level of sanction should mark the gravity of the breach which has occurred. The purpose is not to compensate the tenant.

6.8 The Tribunal in assessing the sanction level has to impose a fair, proportionate and just sanction in the circumstances, always having regard to the purpose of the 2011 Regulations and the gravity of the breach.

6.9 The Tribunal acknowledged that the purpose of the Regulations is to protect the tenant’s deposit during the tenancy and to provide a fair and impartial mechanism for adjudicating whether the deposit should be returned to the tenant at the end of the tenancy.

6.10 The Tribunal found that the fact that the deposit of £500 had been unprotected for the period of five months at the start of the tenancy and the fact that the deposit of £120 had been unprotected for the duration of the tenancy to be aggravating factors.

6.11 The Tribunal acknowledged the Tenant had not been deprived of her right to invoke the dispute resolution service and found this to be a mitigating factor.

6.12 The Tribunal accepted the evidence of the Landlords that the discrepancy between the amount of the deposit paid (£620) and the amount of the deposit due (£750) was in part due to the Landlords accommodating the Tenant’s wish to keep a

pet at the Property. The deposit had been increased to more than one months rent, which was the Landlords usual requirement. The Landlords had lodged the sum of £500 with the Tenancy deposit scheme but had not lodged the additional sum of £120 and had not noticed that the Tenant had not paid the full deposit of £750. The Tenant had been exposed to a risk that £120 of the deposit had not been lodged with the tenancy deposit scheme during the period of the tenancy, which was an aggravating factor. However, the Tenant had also benefited from not paying the full deposit that she was due and this was a mitigating factor.

6.13 The Tribunal considered the Landlords' submissions in support of a low sanction. The Tribunal accepts that the breach was unintentional and the Landlords are experienced Landlords and this is the first time they have had an issue with lodging a tenancy deposit and Tribunal accepts that these are also mitigating factors. The Tribunal accepts that the Landlords' submissions support a lower scale of sanction.

6.14 However, the responsibility for complying with the Tenancy Deposit (Scotland) Regulations rests with the Landlords and the Landlords did not comply with the obligations on them in relation to the tenancy deposit, as detailed at paragraph 6.6 above. In the circumstances the Tribunal considers it to be fair, proportionate and just to sanction the Landlords for non compliance by awarding the Tenant the sum of £310 ( being one half of the deposit that was paid).

6.15 The Tribunal orders the Landlords to pay the Tenant the sum of £ **£310** by way of sanction under Regulation 10 1(a) of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

## **7. 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.**

**Legal Member: Jacqui Taylor**

**Date: 24<sup>th</sup> April 2026**

