



**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 Scheme (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/25/4143**

**Re: Property at 92 Norwood Park, Bearsden, East Dunbartonshire, G61 2RZ (“the  
Property”)**

**Parties:**

**Mr James Dick and Ms Farzaneh Alsadat Seyedshahi, both residing at 40  
Strathcona Gardens, Anniesland, Glasgow, G13 1DN (“the Applicant”)**

**33/91 Norwood Park Owners Association, having a place of business at 68  
Norwood Park, Bearsden, Glasgow, G61 2RZ (“the Respondent”)**

**Tribunal Members:**

**Andrew Cowan (Legal Member)**

**Decision (in absence of the Respondent)**

**Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent had breached Regulation 3 of the Tenancy Deposit Scheme (Scotland) Regulations 2011 (“the 2011 Regulations”). The Tribunal therefore determined to make an order for payment in the sum of One Thousand pounds (£1000) Sterling under Regulation 10.

**Background**

- 1 The Applicant applied to the Tribunal for a payment order under Rule 103 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and Regulation 9 of the 2011 Regulations.
- 2 The application was referred to a case management discussion (“CMD”) to

take place by teleconference on 20<sup>th</sup> April 2026. Notification of the CMD was given to the parties in terms of Rule 17(2) of the Rules.

- 3 Both parties were invited to make written representations in advance of the CMD. On 18<sup>th</sup> March 2026 the Tribunal received a response to the application from the Respondent's letting agents, Property Bureau, 70 Drymen Road, Bearsden, Glasgow, G612RH. That written response confirmed that the letting agents were replying on behalf of the Respondent. No written representations were received from the Applicant.

### **The CMD**

- 4 The CMD took place on 20<sup>th</sup> April 2026 at 10am by teleconference. Both the Applicants joined the call. The Respondent did not join the call and was not represented on the call. The Tribunal noted that the Respondent's agents had lodged written representations in relation to the application and were, accordingly aware of the application and the CMD. The Respondent had not sought to adjourn or otherwise postpone the CMD which had been intimated to parties. In these circumstances the tribunal proceeded with the CMD in the absence of the Respondent.
- 5 The Tribunal had the following documents before it:-
  - (1) Form G application form dated 28<sup>th</sup> September 2025.
  - (2) Private residential tenancy agreement between the parties.
  - (3) Deposit certificate from the Safe Deposits Scotland dated 11<sup>th</sup> June 2025.
  - (4) Copy email dated 18<sup>th</sup> August 2025 from Safe Deposits Scotland to the First Named Applicant.
  - (5) The Respondent's letting agents written representations received by the Tribunal by email dated 18<sup>th</sup> March 2026.
- 6 The Tribunal explained to the Applicants the purpose of the CMD. The Tribunal noted that in their written representations that the Respondent's letting agents had accepted, on behalf of the Respondent, that the deposit paid by the Applicants at the commencement of a tenancy between the parties had not been paid into an approved deposit scheme within 30 working days of the commencement of that tenancy. The deposit was paid by the Applicants at the commencement of the tenancy between the parties on 30<sup>th</sup> August 2024. The deposit had not been lodged with the deposit scheme until 11<sup>th</sup> June 2025.
- 7 The Tribunal therefore explained that it would require to assess the appropriate level of award in this case and asked the Applicants for their submissions on this point.
- 8 The Applicants advised that they had submitted the application following

receipt of an email from the tenancy deposit scheme dated 18th August 2025. That email had been received by the Applicants after the tenancy between the parties had terminated. The email alerted the Applicants to the possibility that their deposit had not been protected within 30 days of commencement of the tenancy between the parties. The Applicants confirmed that there had been no significant impact on them as a result of the delay by the Respondents in lodging the deposit in a deposit scheme. They highlighted that the size (or amount) of the deposit paid was comparatively large. They further highlighted that in bringing this application the Respondent's agent had initially refused to provide an address for the Respondent, and that it was only after the Tribunal had directed the Letting agents to disclose the Respondent's address that the address was finally made available. The Applicants' view was that the Respondent's agents were deliberately trying to protect the Respondent by failing to provide his response. The Applicants had been provided with a copy of written representations which had been made on behalf of the Respondent. The Applicants did not seek to dispute any of the points made on behalf of the Respondent in those written representations. The Applicants were unsure about what would be an appropriate level of award in this case, however, they highlighted that it was the Respondent's responsibility to lodge the deposit in a scheme timeously in accordance with the 2011 regulations.

- 9 In their written representations the Respondent's agents confirmed that the failure to lodge the deposit in accordance with the 2011 regulations was an oversight on the part of the Respondent's letting agents. The letting agents confirmed that the failure to comply with the 2011 regulations was as a consequence of their human error. The Respondent's letting agents confirmed that they take their legal responsibilities seriously and at any one time they have over 1000 deposits lodged with the deposit scheme. The Respondent's agents confirmed they strive to maintain the highest standards and have an excellent track left record in compliance. The Respondent's letting agents advised that they maintain robust systems to ensure, as far as possible, that all legal requirements are made. The Respondent's agents advised that, on this occasion, human error meant that the deposit was not lodged in a deposit scheme within the correct time frame.

## Relevant Law

- 10 The relevant law is contained with the Housing (Scotland) Act 2006 and the Tenancy Deposit Scheme (Scotland) Regulations 2011. Section 120 of the 2006 Act provides as follows: -  
*"120 Tenancy deposits: preliminary*  
*(1) A tenancy deposit is a sum of money held as security for—*  
*(a) the performance of any of the occupant's obligations arising under or in connection with a tenancy or an occupancy arrangement, or*  
*(b) the discharge of any of the occupant's liabilities which so arise.*

*(2) A tenancy deposit scheme is a scheme for safeguarding tenancy deposits paid in connection with the occupation of any living accommodation.*

11 The 2011 Regulations provide as follows:-

*“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.*

*(2) The landlord must ensure that any tenancy deposit paid in connection with a relevant tenancy is held by an approved scheme from the date it is first paid to a tenancy deposit scheme under paragraph (1)(a) until it is repaid in accordance with these Regulations following the end of the tenancy.*

*(3) A “relevant tenancy” for the purposes of paragraphs (1) and (2) means any tenancy or occupancy arrangement—*

*(a) in respect of which the landlord is a relevant person; and*

*(b) by virtue of which a house is occupied by an unconnected person, unless the use of the house is of a type described in section 83(6) (application for registration) of the 2004 Act.*

*(4) In this regulation, the expressions “relevant person” and “unconnected person” have the meanings conferred by section 83(8) of the 2004 Act.”*

*“9.—(1) 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.*

*(2) An application under paragraph (1) must be made by summary application and must be made no later than 3 months after the tenancy has ended.”*

*“10. 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.”*

## **Findings in Fact**

- 12 The parties entered into a tenancy agreement in respect of the property, which commenced on 30<sup>th</sup> August 2024.
- 13 The tenancy was a private residential tenancy under section 1 of the Private Housing (Tenancies) (Scotland) Act 2016.
- 14 On or around 30<sup>th</sup> August 2024 the Applicants paid a tenancy deposit of £1800 to the Respondent.
- 15 In terms of Clause 11 of the aforementioned tenancy agreement the Respondent undertook to lodge any deposit received with a tenancy deposit scheme within 30 working days of the start date of the tenancy. The scheme administrator was stated to be the Safe Deposits Scotland.
- 16 In terms of Regulation 3(a) and (b) of the 2011 Regulations the deposit should have been lodged with a scheme, and information provided to the Applicant under Regulation 42, no later than 11<sup>th</sup> October 2024.
- 17 The Respondent paid the Applicants' tenancy deposit into an approved deposit scheme, namely Safe Despot Scotland, on 10<sup>th</sup> June 2024. The Respondent did not lodge the deposit with a tenancy deposit scheme within 30 working days of the start date of the tenancy.
- 18 The failure to lodge the deposit timeously was due to the error of the Respondent through his letting agent.
- 19 The tenancy between the parties terminated on 11<sup>th</sup> August 2025.
- 20 The full deposit was repaid by the Respondent to the Applicants shortly after the tenancy terminated.

## **Reasons for Decision**

- 21 The Tribunal considered it could make relevant findings in fact in order to make a decision on the application, having considered the documents before it and the submissions at the CMD, in the absence of a hearing under Rule 18 of the Rules. The Tribunal determined that there were no substantive facts in dispute that would require a hearing to be fixed, and that proceeding to a decision following the CMD would be in accordance with the Tribunal's overriding objective under Rule 2 of the Rules to avoid delay so far as compatible with proper consideration of the issues.

- 22 The Tribunal was satisfied that the tenancy between the parties was a relevant tenancy for the purpose of Regulation 3(3) of the 2011 Regulations. The Regulations specify clear duties, which are incumbent on landlords in relation to tenancy deposits. Regulation 3 requires a landlord to pay any deposit received in relation to a relevant tenancy to an approved tenancy deposit scheme within thirty working days of the beginning of the tenancy and provide information to the tenant regarding the deposit. The deposit must then be held by the scheme until it can be repaid in accordance with the requirements of the Regulations following the end of the tenancy.
- 23 In terms of Regulation 3 of the 2011 Regulations, the Respondent in this case required to pay the deposit over to a deposit scheme no later than 12 August 2021. The Respondent accepted that the deposit was not paid into a scheme until 3 December 2021. The Tribunal therefore found the Respondent to be in breach of Regulation 3.
- 24 Regulation 10 states that in the event of a failure to comply with regulation 3, the Tribunal must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit. Accordingly, having been satisfied that the Respondent had failed to comply, the Tribunal then had to consider what sanction to impose having regard to the particular facts and circumstances of the case. The application of the sanction must seek to act as a penalty to landlords and ensure compliance with their statutory duties in relation to tenancy deposits.
- 25 The Tribunal had regard to the decision of Sheriff Cruickshank in *Ahmed v Russell (UTS/AP/22/0021)* which provides helpful guidance on the assessment of an appropriate sanction. In doing so the Tribunal must identify the relevant factors, both aggravating and mitigating, and apply weight to same in reaching its decision. The Tribunal is then entitled to assess a fair and proportionate sanction to be anywhere between £1 and three times the sum of the deposit, which in this case is £1500. As per Sheriff Cruickshank at paragraph 40 of his decision in *Ahmed*:
- “The sanction which is imposed is to mark the gravity of the breach which has occurred. The purpose of the sanction is not to compensate the tenant. The level of sanction should reflect the level of overall culpability in each case measured against the nature and extent of the breach of the 2011 Regulations.”*
- 26 The Tribunal considered the aggravating factors in this case. It noted that the Respondent had used the services of a letting agent. That agent had accepted responsibility for the failure to lodge the deposit timeously with the deposit scheme. The letting agents have a large rental portfolio and should

therefore be aware of, and fully compliant with, the Respondent's duties under the 2011 Regulations. The Tribunal also took into account the requirement to deter landlords from future breaches of the Regulations through the imposition of an appropriate sanction. Although the Respondent had relied upon letting agents to ensure compliance with the 2011 regulations, it is still the Respondent who carries the liability to ensure compliance under those regulations.

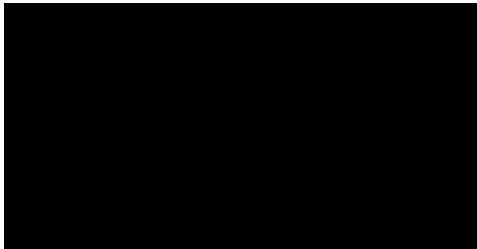
- 27 The Tribunal had regard to the comments made by the Applicant in terms of the amount of the deposit and the Letting agent's failure to provide the Applicant's with the address of the Respondent. However, the Tribunal did not give particular weight to these as aggravating factors in this case. Following intimation of the application, the Respondents, through their agents, had accepted their responsibilities in relation to the deposit and had given reasons for their failure to fully protect that deposit.
- 28 The Tribunal went on to consider the mitigating factors in this application, and identified the following to which it gave weight:-
- (1) The deposit had been paid into a deposit scheme as soon as the Respondent became aware of the error. There was no evidence to suggest any deliberate attempt on the Respondent's part to evade the duties under the 2011 Regulations.
  - (2) The deposit has been protected since 10<sup>th</sup> June 2024. The Applicants have been repaid the full deposit and have suffered no financial loss as a consequence of the Respondent's failure to protect the deposit in a deposit scheme for the full period of the tenancy.
  - (3) In the absence of any evidence to the contrary the Tribunal accept that the failure to lodge the deposit with an approved deposit scheme, as required by the 2011 regulations, arose as a consequence of human error on the part of the Respondent's agents. The Tribunal accepted the Respondent's submissions on this point as a credible explanation, which was supported by the action taken to secure the deposit as soon as the error came to light.
  - (4) The Tribunal accepted that the Respondent's agents have a rental portfolio and that they are generally compliant with obligations regarding tenancy deposits. There was no evidence before the Tribunal to suggest otherwise.
- 29 Accordingly, having weighed the aggravating and mitigating factors in this case the Tribunal considered that the level of culpability was low, when measured against the nature and extent of the breach.

30 Taking into account the potential for a maximum award of £5400 the Tribunal determined that a fair and proportionate sanction in this case would be £1000.

31 The Tribunal therefore made an order for payment in the sum of £1000.

### **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.**



20<sup>th</sup> April 2026

**Legal Member/Chair**

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**Date**