



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Regulation 9 of the Tenancy Deposit  
Scheme (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/25/5087**

**Re: Property at 358 Stoneywood Brae, Aberdeen, AB21 9FB (“the Property”)**

**Parties:**

**Miss Dugbaki Teye, 164 Stoneywood Brae, Aberdeen, AB21 9FB (“the  
Applicant”)**

**Aberdeen Forbes Place Arosa Living Limited, Level 5, 20 Fenchurch Street,  
London, EC3M 3BY (“the Respondent”)**

**Tribunal Members:**

**James Bauld (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Respondent should be ordered to make payment  
to the Applicants of the sum of ONE THOUSAND TWO HUNDRED POUNDS  
(£1,200)**

**Background**

1. By application dated 25 November 2025 the applicants sought an order in terms of Regulation 9 of the Tenancy Deposit Scheme (Scotland) Regulations 2011 (“the 2011 Regulations”) in respect of an alleged failure by the respondent to comply with those regulations.

2. The application was accepted by the Tribunal on 27 November 2025 and referred for determination by the tribunal.
3. A Case Management Discussion (CMD) took place on 21 May 2026. The applicant attended personally. The respondents was not present nor represented. Intimation of the CMD upon the respondent had been effected by the use of a process server delivering the intimation to their registered office on 22 April 2026.
4. The tribunal explained the purpose of the CMD and the powers available to the tribunal to determine matters. The tribunal asked various questions of the applicant with regard to the application.
5. The tribunal explained to the applicant the maximum award which could be made in terms of the 2011 Regulations and the requirement that an award must be made if the tribunal finds that there has been a breach of the regulations.

### **Discussions at the CMD**

6. The applicants indicated that the tenancy had commenced on 1 October 2025. She had paid the deposit and an initial month's rent to the landlord's then letting agent, Dandara Living Management Limited, just over a week prior to the start of the tenancy. The property is a flat in a modern development of purpose built blocks, some specifically built to be rented. She had lodged an email from the letting agent dated 24 September 2025 confirming their receipt of these funds.
7. The deposit was lodged in an approved tenancy deposit scheme on 13 November 2025. A certificate confirming the date of lodging was produced from Safe Deposits Scotland who are one of the approved tenancy deposit schemes.
8. The deposit should have been lodged no later than 11 November 2025 to comply with the 2011 Regulations.

9. The applicant invited the tribunal to make an award in respect of the failure to lodge the deposit. She accepted that the deposit had been lodged only two days later than the maximum period allowed by the 2011 Regulations. However, it was her view that the award should be at the level of two month's rent. The landlord and the letting agent are professional landlords and letting agents, They should be fully aware of the rules and should have systems in place to ensure compliance. They had had her deposit for seven weeks before lodging it.

### **Findings in fact**

10. A tenancy agreement was entered into between the parties which commenced on 1 October 2025.
11. A deposit of £940 was paid by the applicant to the respondent's letting agent on or prior to 24 September 2025.
12. The deposit was paid into an approved tenancy deposit scheme on 13 November 2025.
13. The tenancy ended on 15 December 2025 when the applicant moved into another property at the same development

### **Decision**

14. This application relates to the failure of the Respondent to place a tenancy deposit within an approved tenancy deposit scheme. Landlords have been required since the introduction of the 2011 Regulations to pay tenancy deposits into an approved scheme within 30 working days of the commencement of the tenancy.
15. In this case it was clear that the Landlord (or their letting agent) had failed to do so. The deposit was not lodged within 30 working days of the start of the tenancy. Accordingly, the respondent was in breach of the duties contained in Regulation 3 of the 2011 Regulations. Those duties are twofold. There is a requirement to pay the deposit to a scheme administrator and the requirement

to provide a Tenant with specified information regarding the tenancy deposit. The Respondent failed in both duties.

16. Regulation 9 of the 2011 Regulations indicates that if a landlord does not comply with any duty in regulation 3 then the Tribunal must order that a Landlord makes payment to the Tenant of an amount “not exceeding three times the amount of the tenancy deposit”.
17. In this case the Tribunal is required to make an order for payment. The only matter to be determined by the Tribunal is the amount of the payment.
18. The Tribunal carefully considered the evidence which had been produced by the applicant. There was clear evidence that the respondent had failed to pay the tenancy deposit into the appropriate scheme within the prescribed time limit.
19. The Regulations were introduced to safeguard deposits paid by tenants. They were introduced against a background of landlords abusing their position as the holder of deposit moneys. The parliament decided that it should be compulsory to put the deposit outwith the reach of both the landlord and the tenant to ensure that there was a dispute resolution process accessible to both landlord and tenant at the end of a tenancy and which placed them on an equal footing. The Regulations make it clear that the orders to be made by Tribunals for failure to comply with the Regulations are a sanction or a penalty.
20. In this case, the Respondent is in clear breach of the 2011 Regulations.
21. The tribunal notes that in an Upper Tribunal decision, (*Ahmed v Russel* UTS/AP/22/0021 2023UT07) Sheriff Cruickshank indicates (at Para 38) that **“previous cases have referenced various mitigating or aggravating factors which may be considered relevant. It would be impossible to ascribe an exhaustive list. Cases are fact specific and must be determined on such relevant factors as may be present”**. The amount awarded should represent **“a fair and proportionate sanction when all relevant factors have been appropriately balanced”**.
22. The sanction to be imposed is intended to mark the gravity of the breach which has occurred. It should reflect the level of overall culpability in each case measured against the nature and extent of the breach of the 2011 Regulations. The tribunal is required to determine a fair and proportionate sanction based on the facts as recorded.

23. Prior to the jurisdiction to determine these applications becoming part of the jurisdiction of the First-tier Tribunal, the applications were determined in the Sheriff Court. There were numerous Sheriff Court decisions which have been reported.
24. In many of these cases, the Sheriff Courts have indicated that the Regulations were introduced to address what was a perceived mischief and that they will be meaningless if not enforced.
25. In a decision by Sheriff Principal Stephen at Edinburgh Sheriff Court in December 2013, the Sheriff Principal indicated that the court was “entitled to impose any penalty including the maximum to promote compliance with Regulations”. (***Stuart Russell and Laura Clark v. Samdup Tenzin 2014 Hous.L.R. 17***).
26. In this case, the Respondent is in clear breach of the 2011 Regulations. The respondent had not attended the CMD and had failed to provide any representations setting out any mitigation of their failure to lodge the deposit in accordance with the Regulations.
27. The tribunal considered that this was a serious breach of the regulations by a professional landlord using a professional letting agent. They should be well aware of the requirements of the 2011 Regulations. They should have appropriate systems and procedures in place to ensure compliance. They have provided no evidence to explain this failure.
28. The tribunal considered whether the award should be made at the maximum level available to the tribunal which based on the deposit being £940 would have been £2820. The tribunal took the view that this case involves an inexplicable failure by the landlord and /or the letting agent. No explanation or mitigation had been offered to the tribunal by the landlord or the acting agent. It appears they had simply failed to comply with the provisions of the Regulations. In the absence of any mitigating factors, the award requires to be at a significant level.
29. Having considered the submissions from the applicants and taking into account the guidance from Upper Tribunal and sheriff court cases, the tribunal has decided that the appropriate award should be an amount of £1,200 reflecting the serious failure by the landlord ( or their agent) in this case. This case involves a significant breach of the relevant regulations by a landlord.

30. The tribunal also exercised the power within rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 and determined that a final order should be made at the CMD

### **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.**

# J. Bauld

21/05/2026

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Legal Member/Chair

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Date