



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 (“the Regulations”)

Chamber Ref: FTS/HPC/PR/25/4878

Re: Property at 174 Crown Street, Attic Floor, Aberdeen, AB11 6JD (“the Property”)

Parties:

Miss Eilidh Summers, Flat E, 6RG, Aberdeen (“the Applicant”)

Mr Reece Chalmers, 36B Orsett Terrace, London, W2 6AJ (“the Respondent”)

Tribunal Members:

Ms H Forbes (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted in favour of the Applicant in the sum of £700.

Background

1. This is a Rule 103 application. The Applicant is seeking payment in respect of the Respondent’s failure to lodge the tenancy deposit of £700 in an approved tenancy deposit scheme. The Applicant submitted that, although there was no written tenancy agreement, a private residential tenancy agreement existed between the parties which commenced on 9th October 2024 and ended on 18th August 2025 with a monthly rent of £700. The Applicant lodged evidence of payment of the deposit, approved tenancy deposit scheme emails, screenshots of correspondence between the parties, and correspondence from a letting agent.

Case Management Discussion

2. A CMD took place by telephone conference on 24th April 2026. Both parties were in attendance.

3. The Applicant explained the background to the application, stating that the Property was not up to standard. There were no smoke alarms or safety certification. The garden was unusable due to glass and several other items, and required significant attention before it could be used. Despite reporting the state of the garden to the Respondent repeatedly, it was some time before this was addressed. The Applicant said some of the furniture in the Property was not suitable and had to be replaced. The Respondent's mail was delivered to the Property and was collected regularly by the Respondent's mother. This was a breach of the Applicant's right to peace in the Property. The Applicant was contacted by a letting agent who indicated an increase in the rent without serving the proper notification. The Applicant said that was the last straw. The Applicant felt they had no option but to leave the Property, effectively being forced out. There were financial implications, as the Applicant's furniture did not fit in their new accommodation and had to be replaced. The Applicant discovered after the tenancy ended that the deposit had not been placed in an approved tenancy deposit scheme.
4. The Applicant said she had been informed of threats against her and her car involving third parties who had been told of the application by the Respondent. The Applicant said the police had been contacted. The Applicant had lodged copies of messages in this regard and had asked that they be kept confidential. It had been explained to the Applicant that the messages could not be accepted by the Tribunal, as all documents must be shared. The Applicant said she had not wished the messages to be shared as she did not wish to cause trouble for those who had informed her of the threats.
5. The Respondent said he had only let the Property once and had not let any other properties. The Respondent said he had been naïve and unaware of his responsibilities as a landlord. He was unaware of the tenancy deposit scheme and did not lodge the deposit. The Respondent said he and the Applicant's partner had been acquainted since childhood, and he had thought that letting a property to friends would be less formal.
6. The Respondent said he disputed that the Property was not clean at the start of the tenancy. It had been cleaned to a high standard. The Respondent was residing in London and relied on his mother to manage the Property. The Respondent accepted that the garden was not up to standard and that it was not dealt with as quickly as it should have been. The Respondent said he attended to the smoke alarms as soon as he was made aware of this issue. The Respondent said he came to realise the rent was not high enough to cover all the requirements of a landlord, and he was losing money, hence the attempt to increase the rent. Asked by the Tribunal why the letting agent had not followed the correct procedure for increasing the rent, the Respondent said he was unaware of the reason. The Respondent said the deposit was returned to the Applicant at the end of the tenancy.
7. Both parties agreed that no further procedure was required and a decision could be made at the CMD. The Respondent said he was content to leave the

matter of the amount of the award to the Tribunal. The Applicant said there had been a pattern of behaviour by the Respondent that had caused her difficulties and loss. The Applicant said it would have been simple for the Respondent to research his responsibilities online, and submitted that the maximum amount should be awarded in her favour.

8. The Respondent said he regretted he had not researched matters before letting the Property and that he regretted that issues had not been sorted out sooner.

Findings in Fact and Law

9.
 - (i) The parties and the Applicant's partner entered into a verbal joint private residential tenancy agreement in respect of the Property that commenced on 9th October 2024 and ended on 18th August 2025.
 - (ii) A tenancy deposit of £700 was paid to the Respondent by the tenants at the commencement of the tenancy.
 - (iii) The deposit was not lodged with an approved tenancy deposit scheme within 30 days of the commencement of the tenancy. The deposit remained unprotected throughout the tenancy.
 - (iv) The Respondent has breached Regulation 3 by failing to pay the deposit into an approved tenancy deposit scheme timeously.

Reasons for Decision

10. The Regulations were put in place to ensure compliance with the tenancy deposit scheme and to provide the benefit of dispute resolution for parties. The Tribunal considers that its discretion in making an award requires to be exercised in the manner set out in the case *Jenson v Fappiano (Sheriff Court (Lothian and Borders) (Edinburgh) 28 January 2015* by ensuring that it is fair and just, proportionate and informed by taking into account the particular circumstances of the case. The Tribunal must consider the facts of each case appropriately.
11. The Tribunal took guidance from the decision of the Upper Tribunal UTS/AP/19/0020 which states: '*Cases at the most serious end of the scale might involve: repeated breaches against a number of tenants; fraudulent intention; deliberate or reckless failure to observe responsibilities; denial of fault; very high financial sums involved; actual losses caused to the tenant, or other hypotheticals.*'
12. The Tribunal considered this to be a serious matter, although not one at the most serious end of the scale. The Applicant's deposit was not lodged with an approved tenancy deposit scheme as required by Regulation 3, and remained unprotected for the duration of the tenancy, which was ten months.

13. The Tribunal took into account the representations made by both parties. The Tribunal considered that any loss suffered by the Applicant during the tenancy or in respect of leaving the Property was not loss that could be taken into account for the purposes of this application, as it was not directly related to the issue of the failure to lodge the tenancy deposit. It was open to the Applicant to consider further action against the Respondent in respect of any such losses. The Applicant did not become aware that the tenancy deposit had not been lodged until the end of the tenancy, so it is unlikely that this particular matter contributed to the stress felt by the Applicant that caused her to end the tenancy.
14. The Applicant was entitled to have confidence that the Respondent would comply with his duties as a landlord. The Respondent failed to comply with his duties in respect of the repairing standard, and in respect of safety certification and smoke detection equipment. The Respondent was not a registered landlord. These failings supported the position, as admitted by the Respondent, that he was naïve and irresponsible in failing to consider and research the duties of a landlord before entering into the tenancy agreement. Ignorance of the law is no defence, and the Tribunal considered that the Respondent ought to have taken advice to ensure he had proper procedures in place to ensure compliance with the obligation to lodge the tenancy deposit, as well as his other obligations.
15. The Tribunal took into account that the Respondent did not deny his failures and appeared to be contrite. The Tribunal took into account that the deposit was returned to the Applicant at the end of the tenancy,
16. Taking all the circumstances into account, the Tribunal decided it would be fair and just to award a sum of £700 to the Applicant, which is one times the tenancy deposit.

Decision

17. The Tribunal grants an order against the Respondent for payment to the Applicant of the sum of £700 in terms of Regulation 10(a) of The Tenancy Deposit Schemes (Scotland) Regulations 2011.

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/Chair

Ms H Forbes

24th April 2026

Date