



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

Chamber Ref: FTS/HPC/PR/25/4423

Re: Property at FLAT 2/2, 14 CELTIC STREET, GLASGOW, G20 0BU (“the Property”)

Parties:

MISS LEAH RACHAEL IMBERT, FLAT 2, 38 GREENHILL ROAD, ELIZABETH COURT, RUTHERGLEN, G73 2SQ (“the Applicant”)

MISS JIAXIN (KNOWN AS NICOLE) LUO, 30 CHAPMAN HOUSE, FILMWORKS WALK, LONDON, W5 5EF (“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 £660 (SIX HUNDRED AND SIXTY POUNDS).

Background

1. The Tribunal received an application from the Applicant in terms of Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Rules 2017 which was dated 26th Sept 2025. The Application stated that a deposit of £660 had been paid but not lodged in an approved scheme within 30 days from the start of the tenancy.
2. On 5th March 2026, all parties were written to with the date for the Case Management Discussion (“CMD”) of 24th April 2026 at 10am by

teleconferencing. The letter also requested all written representations be submitted by 26th March 2026.

3. On 5th March 2026, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent personally. This was evidenced by Certificate of Intimation dated 5th March 2026.

The Case Management Discussion

4. A CMD was held on 24th April 2026 at 10am by teleconferencing. The Applicant was present and was represented by Ms Charlotte Biswas, the Applicant's mother. The Respondent was present and represented herself.
5. Ms Biswas spoken on behalf of the Applicant. She said her position was that this was a Private Residential Tenancy ("PRT") as the Respondent did not live in the Property at any point. This in turn means that Rule 103 applies. The Tribunal said that it was satisfied that this was a PRT. In terms of section 3 of the Private Housing (Tenancies)(Scotland) Act 2016 a PRT does not need to be a written document. In this circumstance the lease as a contract has defaulted to a PRT.
6. The lease given at the time was called a Long Term Guest Agreement. This is not a correct lease. The Respondent said that she had got a template for this lease from the website that she used for letting the rooms out. The Tribunal noted that it might be an English Law template which has no legal authority in Scotland. The Respondent said that she is now aware of this as she has had discussions with Glasgow City Council Private Sector Housing Team. The Applicant had raised with that team that the Respondent was not a registered landlord and not adhering to her legal responsibilities.
7. The Respondent said that from her discussions with the Private Sector Housing Team she has become aware of what she must do as her duties as a landlord. She has now been registered as a landlord, after she complied with all the requirements to do so. She has relet the Property and has lodged all new deposits into an approved scheme within 30 days from starting a tenancy.
8. The Respondent said that she admitted the breach. This is her only rental property. She had lived in it before but moved to England. Her sister had lived in the Property until January 2023. She is now aware since that point she has become a landlord and must follow the law in terms of that. She was not aware of this until she spoke with the Private Sector Housing Team. She said she always made her tenants aware of her bank details which was where the deposit was being held. She now knows that was the incorrect way to proceed.
9. Ms Biswas noted that will have been many tenants who have lived in that property who were not aware of Scots Housing Law and the implication for all parties, in particular international students.
10. The Tribunal noted the views of both parties. It thanked both parties for the oral and written submission prior to and on the day of the CMD. It considered the

appropriate penalty to be 1 times penalty of £660. The Respondent has admitted the breach and has taken advice, albeit after having been reported to Glasgow City Council Private Sector Housing Team, to ensure that it does not happen again.

Findings and reason for decision

11. A Private Residential Tenancy Agreement commenced 22nd January 2025. The tenancy ended on 22nd October 2025.
12. A deposit of £660 was paid on 22nd January 2025.
13. The deposit was not lodged within an approved deposit scheme within 30 days from the start of the tenancy.
14. The Respondent admits that the deposit was not lodged in an approved scheme within 30 days from the start of the tenancy.
15. The deposit was returned to the Applicant on 26th September 2026.
16. The Applicant raised this issue and the fact that the Respondent was not a registered landlord with Glasgow City Council Private Sector Housing Team. The Respondent has had discussions with this team and has now become a registered landlord, once she had met with the criteria.
17. The Respondent only rents out this property. She as relet the property. All the new deposit are lodged within an approved scheme.
18. The Respondent has 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 Respondent has 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

19. The Respondent has a duty under Regulation 3 to place the deposit in an approved scheme within the specified time but failed to do so. The Respondent has engaged with the Tribunal process to explain why the deposit was not lodged in an approved scheme and what steps had been taken to prevent such a situation happening again. She is now a registered landlord and has since lodged all new deposits within an approved scheme. The Applicant had her deposit returned to her in full. 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 (£660).

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.

Gabrielle Miller

Legal Member/Chair

Date 24th April 2026