



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulation 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/25/5082**

**Re: Property at 1 Ailsa Place, Ayr, KA7 1JG (“the Property”)**

**Parties:**

**Mr Rohan Verma, Flat 2 D 4, Ayr Riverside Residence, UWS University Avenue, Ayr, KA8 0SX (“the Applicant”)**

**Miss Margaret Todd, Unknown, Unknown (“the Respondent”)**

**Tribunal Members:**

**Nairn Young (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that**

- Background

This is an application for an order for payment of a sanction in relation to an alleged failure on the part of the Respondent to pay a tenancy deposit paid to her by the Applicant into an approved scheme and carry out the other duties incumbent on her in terms of reg.3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (‘the Regulations’). It called for a case management discussion (‘CMD’) at 2pm on 12 May 2026, by teleconference. The Applicant was on the line and was represented by Mr Gerard Tierney of Ayr Housing Aid Centre. The Respondent was not on the call or represented. The commencement of the CMD was delayed by 10 minutes, in case there was some technical issue; but there remained no contact from her.

The application, with notice of the CMD, was served on the Respondent by advertisement placed on 13 April 2026. The Tribunal was therefore satisfied that the Respondent had received proper service and that the matter could proceed in her absence, as unopposed.

- Findings in Fact
  1. The Applicant rented a room at the Property from the Respondent in terms of an agreement termed a 'Temporary Accommodation Agreement' with a purported term of 29 July 2025 to 27 October 2025.
  2. The accommodation rented consisted of a room within a converted house, including access to an en suite toilet and shared showering and kitchen facilities.
  3. The Property is owned by the Respondent and rent was paid to her directly. She does not occupy the Property.
  4. In terms of the agreement, a deposit of £450 was to be paid to the Respondent's representative. This was done by the Applicant on 29 July 2025.
  5. The Respondent did not pay the deposit into an approved scheme or provide any of the information required by reg.3 of the Regulations.
  6. On 29 August 2025, the Applicant's mother texted the Respondent on his behalf saying that he was leaving that day, although rent was paid until 2 September 2025. She asked about how to arrange refund of the deposit.
  7. The Respondent texted back to say that she would speak to her lawyer, but did not think the deposit would be refunded, as she considered this termination without notice, and therefore a breach of the agreement. The deposit has never been returned.

8. The Respondent rents rooms at the Property to various individuals, on similar terms to those used in this case. There are 4 bedrooms in total within the main building and a further outbuilding with 2 more bedrooms. She is not licensed as a landlord and the premises has no HMO licence.
- Reasons for Decision
9. The Respondent has shown a worrying disregard for the duties incumbent upon her as a landlord. This is evident not just from her complete failure to comply with the terms of reg.3 of the Regulations; but also from her failure to observe various other aspects of the law regarding letting residential property. Although it attempts to set itself out otherwise, the tenancy agreement is very clearly a private residential tenancy in terms of the Private Housing (Tenancies) (Scotland) Act 2016 ('the Act'). Under the terms of the agreement, part of the Property is let to an individual as a separate dwelling; that individual occupies that part as their only or principal home; and the tenancy is not one which schedule 1 of the Act states cannot be a private residential tenancy.
  10. It follows that the duties set out in the Regulations apply to dealing with the deposit paid. The Tribunal would also observe that the terms of the Rent (Scotland) Act 1984 regarding premiums also apply; and that, therefore, were the agreement to attempt to allow retention of a sum paid as a deposit for termination by the Applicant before an agreed date, that sum would fall to be considered as an illegal premium. In any event, private residential tenancies do not have end dates applied; so, the attempt to define one in this agreement is simply unenforceable.
  11. Given the extent of the failures in this case, the apparent disregard for any sort of regulation, and the fact that this clearly operates as a letting business, with the potential for many other individuals to be similarly mistreated, the Tribunal considered that only a sanction at the top end of the scale would be sufficient to reflect the gravity of the Respondent's failure. It therefore granted an order for payment to the Applicant of three times the deposit, or £1,350.

- Decision

Order made for payment by the Respondent to the Applicants of the sum of ONE THOUSAND, THREE HUNDRED AND FIFTY POUNDS STERLING (£1,350).

### **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.**

# Nairn Young

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Legal Member/Chair

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Date: 16/06/2026