



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014 in an application made under Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011

Chamber Ref: FTS/HPC/PR/25/4999

Re: Property at 62 Cooperage Quay, Stirling, FK8 1JJ (“the Property”)

Parties:

Miss Melissa Lennon and Miss Emma Johnston, both Flat 1, 15 Port Street, Stirling, FK8 2EJ (“the Applicants”)

Mr Keenan Scott, 2 New Road, Bannockburn, Stirling, FK7 8LW (“the Respondent”)

**Tribunal Member:
George Clark (Legal Member)**

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and made an Order for Payment by the Respondent to the Applicants of the sum of £50.

Background

1. By application, dated 19 November 2025, the Applicants sought an Order for Payment in respect of the failure of the Respondent to comply with Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the 2011 Regulations”). The Applicants’ complaint was that the Respondent had failed to lodge a deposit of £1,200 in an approved tenancy deposit scheme within 30 working days of the beginning of a tenancy. The Applicants were seeking compensation of up to three times the amount of the deposit.
2. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Parties commencing on 5 September 2025 at a monthly rent of £1,200, with a deposit of £1,200. The Applicants also provided a copy email of 13 November 2025 from Safe Deposits

Scotland and copies of emails dated 14 November 2025 from Safe Deposits Scotland and Letting Protection Scotland, all three emails confirming that the deposit had not been protected with them. In addition, the Applicants provided copies of email exchanges between the Applicants and the Respondent's letting agents. These showed that on 6 October 2025, the Applicants gave notice and asked about the deposit. The letting agents responded on the same day saying that there would be no problem with the deposit. The Applicants asked on 13 November 2025 where the deposit was held and the letting agents replied later that day that they had not lodged it as the Applicants had served notice quickly and it would have held up the repayment process. They asked the Applicants for their bank details to "refund the full amount immediately".

3. On 25 April 2026, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 10 May 2026.
4. On 29 April 2026, the Respondent provided a summary of the relevant facts, which indicated that the Applicants had raised issues with the Property when they moved in. He also provided a copy of an email of the same date to the Applicants in which he said he hoped the matter could be resolved amicably prior to the scheduled Case Management Discussion. He understood that the Applicants had not yet provided bank details to enable the letting agents to refund the deposit and asked that they be provided so that it could be sorted out.
5. On 2 May 2026, the Applicants advised the Tribunal that repayment of the deposit would not mean settlement of or withdrawal of the current proceedings, as the letting agents had failed to lodge the deposit and had kept the funds directly for an extended period, The Applicants wished that failure to be addressed by the Tribunal.
6. On 6 May 2026, the letting agents confirmed to the Tribunal that the deposit had been refunded to the Applicants, each being sent £600.

Case Management Discussion

7. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 3 June 2026. The Applicant Miss Johnson attended and also represented Miss Lennon. The Respondent was present and was represented by Mr Kevin Valentine of Stirling Property Shop Ltd.
8. Miss Johnson confirmed that the Applicants had not provided their bank details until May 2026, as they were unsure how the process worked. There had been issues at the start of the tenancy which they felt had not been well handled by the letting agents and this caused additional anxiety when the deposits were not returned immediately when the tenancy ended and they had to chase the letting agents on 13 November 2025.

9. Mr Valentine told the Tribunal that they had been aware very early on that the Applicants intended to give notice. The Applicants were unhappy and the letting agents were of the view that, if they lodged the deposit, there would be a delay in getting it refunded. In hindsight, he accepted that they should just have lodged it to keep themselves right, but he stressed that there was absolutely no malicious intent behind their failure to lodge the deposit within the necessary timescale.

Findings of Fact

- (i) The Parties entered into a tenancy agreement commencing on 5 September 2025. It stated that a deposit of £1,200 was payable in addition to the rent.
- (ii) The Applicants paid a deposit of £1,200 at the commencement of the tenancy.
- (iii) The Applicants gave notice on 6 October 2025.
- (iv) The Applicants' deposit was not lodged in an approved tenancy deposit scheme.
- (v) The tenancy ended on 3 November 2025.
- (vi) On 13 November 2025, the letting agents requested bank details so that they could refund the deposit in full. These details were not provided by the Applicants until 2 May 2026.
- (vii) The deposit was refunded on or about 6 May 2026.

Reasons for Decision

10. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 states that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to enable it to determine the application without a Hearing.
11. Under Regulation 3(1) of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("The 2011 Regulations"), a landlord must, within 30 working days of the beginning of the tenancy, pay the deposit to the scheme administrator of an approved scheme. Under Regulation 10, if satisfied that the landlord did not comply with any duty in Regulation 3, the Tribunal **must** order the landlord to pay to the tenant an amount not exceeding three times the amount of the tenancy deposit. Regulation 42 of the 2011 Regulations requires a landlord to provide certain information to tenants, including the name and contact details of the scheme administrator of the tenancy deposit scheme to which the deposit has been paid.

12. The Tribunal noted that the Respondent's letting agents received the deposit at the commencement of the tenancy but did not lodge it with an approved tenancy deposit scheme. It should have been lodged by 17 October 2025, but the Tribunal noted that the Applicants had given notice on 6 October 2025.
13. The Tribunal found that the Respondent had failed to comply with his duty to lodge the deposit in an approved scheme by 17 October 2025 but regarded the Respondent's failure as understandable and in no way wilful, as the Applicants gave notice within the 30-working-days period and the letting agents indicated that the full deposit would be refunded whenever they had the relevant bank details. The deposit had been at risk from 17 October 2025 until 13 November 2025, when these details were requested. The Tribunal regarded the delay between the date the tenancy ended (3 November 2025) and 13 November 2025, when the Applicants chased up the matter of the deposit, as unfortunate but not significant, as there was no evidence to indicate that the letting agents on behalf of the Respondent had acted wilfully or were seeking to obstruct the repayment. The letting agents had responded immediately to the email of that date and were not responsible for the fact that it was not until 2 May 2026 that the Applicants provided bank details.
14. Having considered all the evidence before it, the Tribunal decided that it would order the Respondent to pay the sum of £50. The Tribunal regarded this as fair, reasonable and proportionate, taking into account the very short period of time it had been unprotected and the stated willingness on 13 November 2025 of the letting agents to refund it whenever the Applicants provided bank details.

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.

George Clark

Legal Member/Chair

3 June 2026
Date

