



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/25/2412

Re: Property at 1/1 127 High Street, Dumbarton, G82 1LE (“the Property”)

Parties:

Mr Logan Jones, 125 East Clyde Street, Helensburgh, G84 7PL (“the Applicant”)

Tempus Novum Property Ltd, Unit 15, Langdon House, Langdon Road, Swansea, United Kingdom, SA1 8QY (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondent)

A Case Management Discussion (“CMD”) took place by telephone conference on 28 May 2026. At the CMD the Applicant was present. The Respondent was not represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”) had been satisfied relative to the First Respondent having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

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

A CMD had previously taken place on 27 March 2025. That CMD was adjourned to a further CMD to allow the Respondent’s representative to take advice and make written submissions. A Direction was also issued to the parties.

Prior to the CMD on 28 May 2026 and in response to the Direction the Applicant sent emails to the Tribunal dated 13 March and 13 April 2026, the latter having 25 attachments thereto. The Tribunal was unable to open the attachments and advised the Applicant by email to that effect. No further response from the Applicant was received.

The Respondent lodged no written submissions in response to the Direction.

The CMD

The Tribunal asked the Applicant for an indication as to the content of the attachments included with his email of 13 April 2026. The Applicant advised that these were mainly screenshots showing how much money had been paid out and how much was held in the deposit protection scheme, and referring to the Respondent accepting liability for payment of the sum claimed in this application. The Applicant said he had compiled the attachments into a pdf and re-sent. The Tribunal had not received that latter email.

Findings in Fact

The Tribunal makes the following findings in fact:-

- i. The Respondent is the heritable proprietor of the Property and the landlord under the Private Residential Tenancy Agreement between the parties ("the PRT").
- ii. Section 1 of the PRT headed "KEY TERMS" refers to the "Deposit" of £500.
- iii. Section 4 of the PRT headed "TERMS AND CONDITIONS" at paragraph 11 makes provision as to the "Deposit" including in particular the requirement to lodge the Deposit into a tenancy deposit scheme within 30 working days of the Start Date of the tenancy.
- iv. The Section 6 "Appendix" of the PRT refers to the Applicant paying a "Pet Deposit" of £400.
- v. The Deposit and the Pet Deposit were paid by the Applicant.
- vi. These sums were paid to the Respondent's letting agent on the Respondent's behalf.
- vii. The Deposit of £500 was lodged into a tenancy deposit scheme and was returned to the Applicant.
- viii. The Pet Deposit of £400 was not lodged into a tenancy deposit scheme and has not been paid back to the Applicant.

Reasons for Decision

The Tribunal, in light of the admissions made on behalf of the Respondent at the previous CMD on 4 February 2026 (paragraph 9 of the CMD Notes) and in light of there being no further representations on behalf of the Respondent, considered the position to be entirely straightforward.

Section 1 of the PRT headed "KEY TERMS" refers to the "Deposit" of £500.

Section 4 of the PRT headed "TERMS AND CONDITIONS" at paragraph 11 makes provision as to the "Deposit" including in particular the requirement to lodge the Deposit into a tenancy deposit scheme within 30 working days of the Start Date of the tenancy.

The Section 6 "Appendix" of the PRT refers to the Applicant paying a "Pet Deposit" of £400.

There is no dispute that the Deposit and the Pet Deposit were paid by the Applicant. These sums were paid to the Respondent's letting agent on the Respondent's behalf.

There is no dispute that the Deposit of £500 was lodged into a tenancy deposit scheme and was returned to the Applicant.

There is no dispute that the Pet Deposit of £400 was not lodged into a tenancy deposit scheme and has not been paid back to the Applicant. It does not matter that these funds might

physically sit with the Respondent's letting agent. They are held by the letting agent on the Respondent's behalf.

Regulation 3(1) of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the 2011 Regulations") provides:-

"3.—

(1) A landlord who has received a tenancy deposit in connection with a relevant tenancy must, within 30 working days of the beginning of the tenancy—

(a) pay the deposit to the scheme administrator of an approved scheme; and

(b) provide the tenant with the information required under regulation 42."

"Tenancy deposit" is defined in the 2011 Regulations as having the meaning conferred by section 120(1) of the Housing (Scotland) Act 2006.

Section 120 of the Housing (Scotland) Act 2006 states:-

"120 Tenancy deposits: preliminary

(1) A "tenancy deposit" is a sum of money held as security for—

(a) the performance of any of the occupant's obligations arising under or in connection with a tenancy or an occupancy arrangement, or

(b) the discharge of any of the occupant's liabilities which so arise.

(2) A "tenancy deposit scheme" is a scheme for safeguarding tenancy deposits paid in connection with the occupation of any living accommodation."

There is no legal difference between the Deposit of £500 and the Pet Deposit of £400. Both meet the definition of a "tenancy deposit". Both amounts ought to have been lodged into a tenancy deposit scheme in terms of the 2011 Regulations. Had the Pet Deposit been paid into a tenancy deposit scheme the Applicant would have been able to make a claim for payment of that amount and would have had his claim adjudicated upon per the 2011 Regulations. He was deprived of that opportunity.

The obligation to lodge a tenancy deposit into an approved scheme in terms of the 2011 Regulations rests with the landlord, not the landlord's letting agent. Any claim by a tenant under the 2011 Regulations or for repayment of a deposit not paid into a tenancy deposit scheme is against the landlord, not the landlord's letting agent. The landlord may have recourse against his letting agent if it has failed to comply with the 2011 Regulations. That is of no interest to the tenant. It is the landlord who is held to account, being the principal contracting party under the contract and on whose behalf any letting agent acts.

On the basis of the foregoing the Pet Deposit of £400 is due to be repaid by the Respondent to the Applicant and the Tribunal makes an order to that effect.

Decision

The Tribunal orders the Respondent to pay to the Applicant a sum of £400.

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.



Gillian Buchanan

Legal Member/Chair

28 May 2026

Date