



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

Chamber Ref: FTS/HPC/PR/25/2858

Re: Property at 100/2 Morningside Road, Edinburgh, EH10 4BY (“the Property”)

Parties:

Mr Jean Vidilles, 8/2 Ravelston Terrace, Edinburgh, EH4 3EF (“the Applicant”)

Miss Sarah-Jane Lawrie, 2 School Wynd, Longniddry, EH32 0GH (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an Order for Payment by the Respondent to the Applicant in the sum of Two Hundred and Fifty Pounds (£250) be made.

- **Background**

1. The Applicant applied to the First Tier Tribunal for Scotland by application dated 1 July 2025. Accompanying the application was a copy of the Private Residential Tenancy Agreement, together also with confirmation of payment of a deposit of Five Hundred Pounds (£500).
2. The application disclosed that the start date of the tenancy was 9 February 2024 and that the conclusion of the tenancy was on 13 April 2025.
3. The application was accepted for determination on 11 July 2025 and subsequently served upon the Respondent.
4. Attempts had been made previously at a Case Management Discussion. Initially, a Case Management Discussion was set down for 5 November

2025, but there was no attendance by either party. The case was then postponed to 2 February 2026, but the Respondent was not available and the case was continued to 8 June 2025. Again, there appeared to be technical issues and the hearing was then subsequently postponed to 30 June.

5. The Applicant had not attended at any of the Case Management Discussions.

- **The Case Management Discussion**

1. At the Case Management Discussion, the Respondent attended. There was no appearance by or for the Applicant. The Tribunal were of the view that there was sufficient information in written form before the Tribunal to determine matters.

- **Findings in Fact**

1. The parties entered into a Private Residential Tenancy Agreement for the Property with a commencement date of 9 February 2024 and rent in the sum of Eight Hundred and Fifty Pounds (£850) per calendar month. A deposit of Five Hundred Pounds (£500) was paid by the Applicant to the Respondent.
2. The tenancy concluded on 13 April 2025.
3. A full refund of the total deposit was paid to the Applicant on 23 April 2025.
4. During the currency of the tenancy, the tenancy was not protected in any deposit scheme.

- **Reasons for Decision**

1. The facts of the case were not in dispute at all. The parties entered into a tenancy agreement in which the sum of Five Hundred Pounds (£500) was paid by way of deposit for the commencement of the tenancy on 9 February 2024. The tenancy concluded on 13 April 2025. By 23 April 2025, the whole deposit had been repaid to the Applicant.
2. The Respondent acknowledged in correspondence and subsequently at the Case Management Discussion that the tenancy deposit had never been placed in a deposit scheme. Her position was that this was her singular rental property. She had had it for approximately eight years. On each previous occasion the deposit had been placed within a deposit scheme. This was simply a case of forgetfulness. The Applicant had not in any way lost out, because he received his whole tenancy deposit back.
3. The Tribunal considered the position. The Tribunal acknowledged entirely the admission made by the Respondent at an early stage, that the tenancy

deposit had not been placed within an approved scheme. The Tribunal also acknowledge that the whole of the tenancy deposit had been repaid to the Applicant.

4. The Respondent accordingly had mitigated matters as much as she could. The issue remained, however, that the tenancy deposit was unprotected for a period of in excess of a year.
5. The Tribunal concluded that this was at the lower end of culpability. It was a singular occasion that the Respondent had failed to lodge a tenancy deposit within a tenancy deposit scheme. The Respondent was not a “professional” landlord. She had one property. She had put in place further procedures to ensure this would not happen again.
6. The Tribunal concluded that an award of Two Hundred and Fifty Pounds (£250) would be appropriate.

- **Decision**

1. To make an Order for Payment by the Respondent to the Applicant in the sum of Two Hundred and Fifty Pounds (£250).

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.

M Thorley

Legal Member

Date: 30 June 2026