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

**Chamber Ref: FTS/HPC/CV/25/3004**

**Re: Property at 117 Fulton Street, Knightswood, Glasgow, G13 1DP ("the Property")**

**Parties:**

**Miss Carol-ann Fitzgerald, 271 Keal Drive, Glasgow, G15 6XB ("the Applicant")**

**Mr Samuel Thomson, 204-312 Victora Road, Gladesville, Sydney, NSW, Australia ("the Respondent")**

**Tribunal Members:**

**Gabrielle Miller (Legal Member) and Robert Buchan (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Landlord is in breach of his 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 £850 (EIGHT HUNDRED AND FIFTY POUNDS).**

<u>Background</u>

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 dated 10th July 2025.

2. On 12th March 2026 a Case Management Discussion ("CMD") was held. Only the Applicant was present. The CMD was adjourned to a hearing to allow parties to attend as the Respondent was in Australia and wished to appoint his father as his representative.

3. On 14th May 2026, all parties were written to with the date for the hearing of 11th June 2026 at 10am by teleconferencing.

4. This case was conjoined with FTS/HPC/CV/25/4002 which was based on Rule 111. The Applicant is seeking to have her deposit of £850 returned to her.

## The Hearing

5. A hearing was held on 11th June 2026 at 10am by teleconferencing. The Applicant was present and represented herself. The Respondent was not present but was represented by his father Mr Bill Thomson.

6. Mr Thomson said that the Respondent admitted that he had not lodged the deposit in an approved scheme at any point during the tenancy. He said that the Respondent only had one rental property. He had not been aware of his obligations as a landlord. He did take the deposit and kept it so that it could be returned. He accepts that he should have lodged it in an approved scheme.

7. Mr Thomson said that the Respondent did not keep the deposit to cause any harm to the Applicant. He took the deposit in good faith that he would be able to return the deposit at the end of the tenancy. He kept the deposit in a bank account during that time. The Property has now been sold. It was sold on or around November 2025. The Respondent is no longer a landlord.

8. The Applicant said that her concern was that her deposit was not protected for the duration of the tenancy.

9. The Tribunal was satisfied that there was a breach of the regulations. The deposit was not lodged for the duration of the tenancy in an approved scheme and the Respondent admitted the breach. The Respondent has now sold the Property and is no longer a landlord. The Tribunal consider a fair, just and proportionate penalty to be one times the deposit of £850.

## Findings and reason for decision

10. A Private Residential Tenancy Agreement commenced 1st June 2019. The tenancy ended on 7th July 2025. The lease was incorrectly labelled as a Short Assured Tenancy agreement. It has not been possible to create a new Short Assured Tenancy agreement since 1st December 2017. This lease is a Private Residential Tenancy ("PRT") but unwritten in terms of Section 3 of the Private Housing (Tenancies)(Scotland) Act 2016.

11. A deposit of £850 was paid on or around 1st June 2019.

12. The deposit was not lodged within an approved deposit scheme within 30 days from the start of the tenancy.

13. The Respondent admits that the deposit was not lodged in an approved scheme within 30 days from the start of the tenancy. The deposit was not lodged in an approved scheme for the duration of the tenancy. The Respondent has since sold the Property and owns no other rental property. The Property sale was completed in or around November 2025.

14. 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.

<u>Decision</u>

15. The Respondent had a duty under Regulation 3 to place the deposit in an approved scheme within the specified time but failed to do so. The Respondent did engage with the Tribunal process to explain why the deposit was late and what steps had been taken to prevent such a situation happening again. 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 (£850.00).

**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: 11th June 2026**