Housing and Property Chamber
First-tier Tribunal for Scotland

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/26/0059

Re: Property at 117B High Street, Newburgh, Cupar, KY14 6DX ("the Property")

Parties:

Miss Katie Duff and Mr Michael Thomas Scotland, both 38 Ptak Way, Bridge of Earn, Perth, PH2 9FT ("the Applicants")

Mr Mat Henderson, Clochridgestone Steading Meikle Fieldie, Glenfarg, Perth, PH2 9PZ ("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 £250.

Background

1. By application, dated 7 January 2026, 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 £550 in an approved tenancy deposit scheme within 30 working days of the beginning of a tenancy.

2. The Applicants stated that they had moved into the Property on 28 July 2025, with the deposit and one month's rent having been paid up front. Miss Duff had emailed the Respondent on 20 September 2025 to advise him that she had still not received confirmation of the deposit being protected. The Respondent had promptly replied and assured her that Safe Deposits Scotland would be in contact and she received an email

from them on 25 September 2025 informing her that the deposit had been protected from 22 September 2025, outwith the 30-working-day period from the tenancy commencement date of 28 July 2025.

3. The application was accompanied by copies of a Private Residential Tenancy Agreement between the Parties commencing on 28 July 2025, an email of 20 September 2025 asking the Respondent to confirm that the deposit had been protected a response of 22 September 2025 from the Respondent confirming that the confusion had been clarified and that he had changed to Safe Deposits Scotland, who would send the Applicants an email in due course, and an email from Safe Deposits Scotland confirming that the deposit was protected with them from 22 September 2025.

4. On 22 May 2026, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondents were invited to make written representations by 12 June 2026.

5. On 1 June 2026, the Respondent provided written representations. He said that he had made an error in lodging the deposit. The tenancy agreement had not been signed by all Parties by 28 July 2025, and it had been agreed with the Applicants that they would meet on 18 August, when the lease was signed. He had been of the wrong assumption that the deposit should be lodged within 30 working days of 18 August 2025, allowing for public holidays. He accepted it was his error and that he could not contest the claim.

6. The Applicants made further representations on 9 and 11 June 2026, stating that they signed the tenancy agreement electronically on 17 July 2025, but that the Respondent's argument was irrelevant anyway. There then followed further submissions by both Parties on 12, 16, 17 and 18 June 2026, with the Respondent contending that the Applicants had agreed that the deposit should be lodged within 30 working days of 18 August 2025 and the Applicants denying that any such agreement had been made. The Tribunal did not consider these submissions as the relevant date for lodging a tenancy deposit cannot be varied by agreement and the 30-working-day period begins when the tenancy starts, (in this case 28 July 2025) not the date on which Parties sign the tenancy agreement.

Case Management Discussion

7. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 25 June 2026. The Applicant, Mr Scotland, was present. The Respondent was also present.

8. The Parties confirmed that they had little to add to the extensive written representations they had already made. The Respondent stressed the point that, whilst he accepted that he was 100% at fault, he had taken the start date as being 18 August 2025 when the tenancy agreement

was physically signed and that he regarded it as strange that the Applicants had not contacted him before then if they were worried about the deposit. Mr Scotland responded that the Applicants disputed the Respondent's reliance on the date of the meeting as being significant. If they had not contacted him two days later to ask about the deposit, would it ever have been lodged in an approved scheme?

Reasons for Decision

9. 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.

10. 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.

11. The Tribunal noted that the tenancy began on 28 July 2025. The 30-working-day period for lodging the deposit in an approved tenancy deposit scheme expired, therefore, on Monday 8 August 2025. The deposit was protected with Safe Deposits Scotland on 22 September 2025, so was unprotected for a period of two weeks. The Tribunal could not speculate on whether the lodging of the deposit on that date was prompted by the Applicants email of two days previously in which they stated they had not yet received confirmation that their deposit was protected, and did not make a determination as to whether the Parties agreed that the lodging of the deposit could wait until after they met on 18 August 2025, but thought it unlikely, had that been the case, that the Applicants would have been asking the question only two days later. It is, in any event, for landlords, in terms of the 2011 Regulations to advise tenants where deposits are held. Tenants are not under any obligation to pursue landlords for that information. It was clear to the Tribunal that the deposit should have been lodged in an approved tenancy deposit scheme by 8 September 2025. The Tribunal noted that the Respondent had confirmed that he had been mistaken in his understanding of when the 30-working-day period began to run. Accordingly, the Tribunal determined that the Respondent had failed to comply with the duties incumbent on him under Regulation 9 of the 2011 Regulations.

12. Having determined that the Respondent had failed to comply with the 2011 Regulations, the Tribunal then considered the level of payment he should be ordered to make to the Applicants. The Tribunal accepted that it was possible that the Respondent had been under a simple misunderstanding and there was no evidence presented to suggest his failure to comply was wilful or motivated by malice. The deposit had been at risk for a relatively short period of time (from 8-22 August 2025) and the Applicants had not sustained any financial disadvantage as a result of the Respondent's failure. It is, however, the responsibility of landlords to be familiar with the requirements imposed on them by law and to ensure they comply with all regulations affecting the tenancies of properties they rent out. The Applicants were perfectly entitled to make the application to the Tribunal even though the time period of risk was short and it appeared that, otherwise, the tenancy operated to the satisfaction of both Parties.

13. Having considered all the evidence before it, the Tribunal decided that it would order the Respondent to pay the sum of £250. The Tribunal regarded this as fair, reasonable and proportionate, taking into account in particular the relatively short length of time the Applicants' deposit had been at risk.

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.

G Clark

Legal Member/Chair **Date: 25th June 2026**