



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the Regulations”)

Chamber Ref: FTS/HPC/PR/26/1637

Re: Property at 16 Mount Street, Aberdeen, AB25 2RB (“the Property”)

Parties:

Miss Sherylanne Green, 15 Tarbothill Road, Aberdeen, AB22 8RF (“the Applicant”)

Mr George Douglas, 18 Sanday Road, Aberdeen, AB15 6DT (“the Respondent”)

Tribunal Member:

Ms H Forbes (Legal Member)

Decision (in the absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted in favour of the Applicant in the sum of £2025.

Background

1. This is a Rule 103 application. The Applicant is seeking payment in respect of the Respondent’s failure to lodge the tenancy deposit of £1350 in an approved tenancy deposit scheme and a failure to provide the information required by Regulation 42. The Applicant lodged a copy of a tenancy agreement between the parties purporting to be a short assured tenancy which commenced on 30th August 2024 and ended on 31st March 2026, approved tenancy deposit scheme emails, and evidence of the end date of the tenancy.

Case Management Discussion

2. A CMD took place by telephone conference on 13th July 2026. Both parties were in attendance.
3. The Applicant explained the background to the application, stating that the deposit, which was paid on 21st August 2024, was not protected and no prescribed information was provided. The deposit remained unprotected for the

duration of the tenancy. The Applicant said it was a serious breach, particularly as the Respondent had signed a tenancy agreement stating that the deposit would be lodged.

4. The Respondent confirmed that the tenancy deposit had not been lodged, describing this as an administrative error and an oversight. The Respondent said he was not an experienced landlord and only let the one property. He has been letting the Property for around 15 years. He has lodged deposits for other tenants. The Respondent said he was experiencing a stressful and anxious time at the time of payment of the deposit, and that was the only excuse he could give. The Respondent said the deposit was returned 10 days after the end of the tenancy, despite the Property being left in a poor state. The Respondent said he would like the state of the Property to be taken into account, along with the period of lost rent while cleaning, repairs and decoration were carried out. The Respondent said he was unaware that he was not using the correct tenancy agreement.
5. The Legal Member explained that the state of the Property would not be taken into account at this time, noting that the Applicant had also made allegations in respect of repairing issues in the application. The Legal Member explained that it is open to either party to consider taking separate action in respect of their respective complaints.
6. Both parties agreed that no further procedure was required and a decision could be made following the CMD.

Findings in Fact and Law

7.
 - (i) The parties entered into a private residential tenancy agreement in respect of the Property that commenced on 30th August 2024 and ended on 31st March 2026.
 - (ii) A tenancy deposit of £1350 was paid to the Respondent by the Applicant at the commencement of the tenancy.
 - (iii) The deposit was not lodged with an approved tenancy deposit scheme within 30 days of the commencement of the tenancy. The deposit remained unprotected throughout the tenancy.
 - (iv) The Respondent has breached Regulation 3 by failing to pay the deposit into an approved tenancy deposit scheme timeously.

Reasons for Decision

8. The Regulations were put in place to ensure compliance with the tenancy deposit scheme and to provide the benefit of dispute resolution for parties. The Tribunal considers that its discretion in making an award requires to be

exercised in the manner set out in the case *Jenson v Fappiano (Sheriff Court (Lothian and Borders) (Edinburgh) 28 January 2015* by ensuring that it is fair and just, proportionate and informed by taking into account the particular circumstances of the case. The Tribunal must consider the facts of each case appropriately.

9. The Tribunal took guidance from the decision of the Upper Tribunal UTS/AP/19/0020 which states: *'Cases at the most serious end of the scale might involve: repeated breaches against a number of tenants; fraudulent intention; deliberate or reckless failure to observe responsibilities; denial of fault; very high financial sums involved; actual losses caused to the tenant, or other hypotheticals.'*
10. The Tribunal considered this to be a serious matter, although not one at the most serious end of the scale. The Applicant's deposit was not lodged with an approved tenancy deposit scheme as required by Regulation 3. The deposit remained unprotected for the duration of the tenancy, which was one year and seven months. Both parties were deprived of the opportunity of adjudication by the tenancy deposit scheme at the end of the tenancy.
11. The Tribunal took into account the representations made by both parties.
12. The Applicant was entitled to have confidence that the Respondent would comply with his duties as a landlord. The Respondent failed to ensure compliance with the obligation to lodge the tenancy deposit and provide the information set out in Regulation 42. The Tribunal took into account that the Respondent, although not a professional landlord, was an experienced landlord, having let the Property for some years, and having previously used the tenancy deposit scheme.
13. The Tribunal took into account that the Respondent did not deny his failure. The Tribunal took into account that the deposit was returned to the Applicant at the end of the tenancy.
14. Taking all the circumstances into account, the Tribunal decided it would be fair and just to award a sum of £2025 to the Applicant. This is one and a half times the tenancy deposit.

Decision

15. The Tribunal grants an order against the Respondent for payment to the Applicant of the sum of £2025 in terms of Regulation 10(a) of The Tenancy Deposit Schemes (Scotland) Regulations 2011.

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.

Helen Forbes

Helen Forbes

Legal Member/Chair

13th July 2026
Date