



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/25/4507

Re: Property at 107 Maurice Avenue, Broomridge, Stirling, FK7 7UE (“the Property”)

Parties:

Miss Rebecca Jane Macmillan, 47 Maurice Avenue, Stirling, FK7 7UE (“the Applicant”)

Mrs Lynda Perkins, Mr Chris Perkins, Knockhill House, Bridge of Allan, Stirling, FK9 4ND (“the Respondents”)

Tribunal Member:

Ms H Forbes (Legal Member)

Decision

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 £25.

Background

1. This is a Rule 103 application whereby the Applicant is seeking an award in respect of the Respondents’ failure to lodge a tenancy deposit with an approved tenancy deposit scheme within 30 working days of the start date of the tenancy. The Applicant lodged a copy of a tenancy agreement between the parties which commenced on 23rd September 2022 and ended on 22nd August 2025, and information from the approved tenancy deposit scheme to show the deposit was lodged with the scheme on 7th November 2022.
2. A Case Management Discussion set down for 20th April 2026 was postponed at the request of the Respondents.

The Case Management Discussion

3. A Case Management Discussion (“CMD”) took place by telephone conference on 6th July 2026. The Applicant was in attendance and accompanied by a

Supporter. The Respondents were in attendance. The Tribunal decided to add Mr Parkins as a party in terms of Rule 32(b) of the Procedural Rules, as he is the joint owner of the Property. Mr Curran, Letting Agent, was in attendance to give evidence. The Applicant confirmed she had no objection to Mr Curran giving evidence.

4. The Applicant said she paid a tenancy deposit of £450 on 30th August 2022. She moved into the Property on 23rd September 2022. On 3rd September 2022, the Applicant asked the Letting Agent for a receipt for payment of the tenancy deposit. On 7th November 2022, the Applicant received notification that the deposit had been lodged. The Applicant said this was 51 working days from the date of payment of the deposit and 35 working days from the start date of the tenancy. The Applicant said she only received a receipt because she had asked for it.
5. The Respondents said they were aware of the approved tenancy deposit scheme and were unaware that there had been any issue in respect of lodging this deposit. The Property was fully managed by the Letting Agent.
6. Mr Curran said the deposit was lodged a couple of days late due to flooding of the Letting Agent's office and a requirement to move elsewhere. Mr Curran said everything had to be kept in storage. It was a busy time with new student lets. When the Letting Agent received the email from the Applicant, they lodged the tenancy deposit with the scheme.
7. The Applicant said she would leave the level of award to the discretion of the Tribunal. It was her position that the Respondents should be aware of when a deposit is paid by those they employ.
8. The Respondents said there were extenuating circumstances which should be taken into account. This was an oversight. The Respondents said they had one other property to let at the time, and there were no issues in respect of the deposit for that property. The Respondents said the Applicant's deposit was returned timeously at the end of the tenancy.

Findings in Fact and Law

9.
 - (i) The parties entered into a private residential tenancy agreement in respect of the Property that commenced on 23rd September 2022 and ended on 22nd August 2025.
 - (ii) A tenancy deposit of £450 was paid to the Respondents by the Applicant at the commencement of the tenancy.
 - (iii) The deposit was not lodged with an approved tenancy deposit scheme within 30 working days of the commencement of the tenancy.

- (iv) The Respondents have breached Regulation 3 by failing to pay the deposit into an approved tenancy deposit scheme timeously.

Reasons for Decision

10. 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.
11. 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.'*
12. The Applicant's position was that the tenancy deposit was unprotected for five working days. In actual fact, the last day by which the tenancy deposit should have been lodged was Friday, 4th November 2022. The deposit was lodged on Monday, 7th November 2022. This means the deposit was lodged one working day late. The Tribunal took into account that the Applicant had to prompt the Letting Agent before the deposit was lodged.
13. The Tribunal took into account the mitigating circumstances put forward by Mr Curran, and the fact that the Respondents relied upon the Letting Agent to deal with the tenancy deposit under a fully managed letting agent agreement. Notwithstanding those circumstances, the Applicant is entitled to expect a landlord to comply with the Regulations and their responsibilities as a landlord. However, the tenancy deposit was only unprotected for one day, and there was no actual loss to the Applicant. Because the deposit was protected, parties would have had the benefit of adjudication at the end of the tenancy if required. The deposit was returned to the Applicant timeously 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 £25 to the Applicant.

Decision

15. The Tribunal grants an order against the Respondent for payment to the Applicant of the sum of £25 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

Legal Member/Chair

6th July 2026
Date