

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 regulations 9 and 10 of The Tenancy Deposit Schemes (Scotland) Regulations 2011, as amended (“2011 Regulations”)

Chamber Ref: FTS/HPC/PR/25/4313

Property: 2/2, 36 Sandaig Road, Glasgow, G33 4TF
 (“the Property”)

Parties:

Ms Rosie Murray, 86 Netherhill Road, Paisley, PA3 4RW
 (“the Applicant”)

SISAC Properties Limited, a company incorporated under the Companies Acts (with registered number SC586315) and having its registered office address at 6 Whitehills Close, Cove, Aberdeen, Scotland, AB12 3FQ
 (“the Respondent”)

Tribunal Members:

Pamela Woodman (Legal Member) and Ann Moore (Ordinary Member)

Present:

The case management discussion took place at 10am on Thursday 2 July 2026 by teleconference call (“**the Hearing**”). The Applicant was present. The Respondent was represented by Mrs Linzi Allison of Allison Residential Lettings Ltd. The clerk to the Tribunal was David Gilmour.

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of £100 be made against the Respondent in favour of the Applicant.

BACKGROUND

1. An application was made to the Tribunal under regulation 9 of the 2011 Regulations and in accordance with the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber

(Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 103 (*Application for order for payment where landlord has not paid the deposit into an approved scheme*) of the HPC Rules.

2. The applicant was “applying for appropriate compensation”.
3. The original application form was dated 7 October 2025, and the amended application form was dated 17 October 2025. The amended application was accepted by notice from the Tribunal dated 17 October 2025.
4. Regulation 9(1) of the 2011 Regulations is in the following terms:

“A tenant who has paid a tenancy deposit may apply to the First-tier Tribunal for an order under regulation 10 where the landlord did not comply with any duty in regulation 3 in respect of that tenancy deposit.”
5. Regulation 3(1) of the 2011 Regulations is in the following terms:

“A landlord who has received a tenancy deposit in connection with a relevant tenancy must, within 30 working days of the beginning of the tenancy –

 - a. pay the deposit to the scheme administrator of an approved scheme; and
 - b. provide the tenant with the information required under regulation 42.”
6. Regulation 9(2) of the 2011 Regulations is in the following terms:

“An application under paragraph (1) must be made no later than 3 months after the tenancy has ended.”
7. Regulation 10 of the 2011 Regulations is in the following terms:

“If satisfied that the landlord did not comply with any duty in regulation 3 the First-tier Tribunal –

 - a. must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit; and
 - b. may, as the First-tier Tribunal considers appropriate in the circumstances of the application, order the landlord to –
 - i. pay the tenancy deposit to an approved scheme; or
 - ii. provide the tenant with the information required under regulation 42.”
8. This case related to a tenancy agreement between the Applicant and Rhys Nelson, as tenants, and the Respondent, as landlord, dated 24 July 2019 (“**Tenancy Agreement**”). Rhys Nelson confirmed that he consented to the application in this case being raised “on an individual basis” by the Applicant.

9. A case management discussion had been held on 24 March 2026 at which the Applicant and Mrs Linzi Allison of Allison Residential Lettings Limited, representing the Respondent, were present.

PROCEEDINGS

10. The Applicant agreed that the tenancy had ended on 17 July 2025, but noted that she had moved out before that date.
11. The Applicant explained that the case being brought was “less a reflection on wanting compensation personally” but rather about holding the Respondent and letting agents to “some standard”.
12. In correspondence, the Applicant stated that she had paid the tenancy deposit of £600 on or before 26 July 2019. During the Hearing, she noted that this was paid in two parts, a payment of £200 and then the remaining £400 as part of the payment of £2,200 (which also included three months’ rent). The Applicant suggested that this was a breach by the Respondent or letting agents of the private tenancy legislation in that, she submitted, no more than two months’ rent was permitted to be paid in advance but the Tribunal noted that this was not a relevant matter for the case but, in any event, the payment was for the first month’s rent and then advance payment of the two months’ rent thereafter and so permitted in terms of the legislation. It also noted that a maximum of six months’ rent could be required to be paid in advance in terms of the legislation (and that this was also noted in the Tenancy Agreement).
13. It was explained to the Applicant that this case related solely to the matter of the late lodging of the tenancy deposit.
14. The Applicant had provided a copy of an e-mail from SafeDeposits Scotland dated 14 October 2025 which noted that her tenancy deposit had been lodged with it on 30 September 2019.
15. The Applicant confirmed that she had received all of the tenancy deposit back.
16. The Applicant submitted that the appropriate amount of compensation would be £600, being the amount of the tenancy deposit. She submitted that the tenancy deposit had been “held onto” by the letting agents and so there was no reassurance that it had been held safely.
17. However, the Applicant had confirmed that she had not been aware of the late lodging until she had received the e-mail from SafeDeposits Scotland.
18. The Respondent’s representative confirmed that the tenancy deposit had been lodged beyond the 30-working day period, and so late. She explained that the letting agents were a family firm which had been in business for 11 years. The Respondent’s representative explained that the letting agents had discovered, while on holiday, an administration error that had resulted in the tenancy deposit in this case not having been lodged but then attended to lodging it immediately. She

confirmed that the letting agents managed approximately 400 properties and that this was the only instance of any tenancy deposit being lodged late. She also explained that the tenancy deposit had been held in its client account and so was safe.

19. The Respondent's representative acknowledged that an order of some amount would require to be made but submitted that an appropriate amount of compensation might be half the amount of the deposit, so £300. She explained that the tenancy deposit had been returned in full, even though "strictly speaking" there should have been a deduction in relation to coffee spilled on a carpet by the Applicant's joint tenant. However, no deduction was made.

20. The Tribunal noted that they were not bound by the submissions of either party on quantum and that it would exercise its discretion in that respect.

FINDINGS OF FACT

21. The tenancy ended on 17 July 2025 and so the application had been made in time in terms of the timescale set out in the Act.

22. The Tenancy Agreement stated that:

- a. the tenancy commenced on 26 July 2019;
- b. rent was payable at a rate of £600 per month from the tenancy commencement date; and
- c. a deposit of £600 was payable (and, based on the bank account entries produced, had been paid to the Respondent's letting agents on or before the tenancy commencement date).

23. The deposit was lodged with Safe Deposits Scotland on 30 September 2019.

REASONS FOR DECISION

24. Based on a tenancy commencement date of 26 July 2019, the tenancy deposit should have been lodged with a tenancy deposit scheme "within" 30 working days of 26 July 2019 and so on or before Monday 9 September 2019 (it being noted that Monday 5 August 2019 had been a public holiday).

25. The Respondent had failed to comply with its duties as landlord in terms of regulation 3 of the 2011 Regulations. Accordingly, the Tribunal was required to make an order in terms of regulation 10 of the 2011 Regulations of "an amount not exceeding three times the amount of the tenancy deposit" (so of between £1 and £1,800).

26. In determining what would be a "fair, proportionate and just sanction" in the circumstances of this particular case, the Tribunal was satisfied, on the balance of probabilities, that:

- a. There had been a delay of 21 days (14 working days) in lodging the tenancy deposit with an approved scheme and so the tenancy deposit was not protected in an approved scheme for that period – however, the period of delay was minimal;
- b. The Respondent had lodged the tenancy deposit, albeit late, without being prompted by the Applicant;
- c. Whilst there was the potential for the Applicant to be prejudiced by the failure to lodge the tenancy deposit in an approved scheme, as a matter of fact she had not suffered any financial loss or other detriment as a result of the delay, and indeed she was not aware of any delay until informed of same in October 2025, more than 6 years later;
- d. There had been no wilful attempt by the Respondent (or the letting agents) to avoid compliance with the legislation; and
- e. The seriousness of the breach was very low based on the above factors.

DECISION

27. The Tribunal decided that a fair, proportionate and just sanction in the circumstances of this particular case was for the Respondent to be ordered to pay the Applicant an amount of £100 (one hundred pounds sterling) as a result of the Respondent's failure to comply with its duties in regulation 3 of the 2011 Regulations.

Right of Appeal

In terms of Section 46 of the Tribunals (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.

Pamela Woodman

2 July 2026

Legal Member

Date