



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

Chamber Ref: FTS/HPC/PR/26/1251

Re: Property at 6/7 East Pilton Farm Avenue, Edinburgh, EH5 2GA (“the Property”)

Parties:

Miss Qianqian Jiang, Miss Jingyi Bi, Room 508, Building 22, Huicheng Shangdong Residential Community, Ma'anshan City, Anhui Province, China; Room 302, Building 2, Fengqiao Residential Community, Chuzhou City, Anhui Province, China (“the Applicants”)

Mr John Loughton, 28 Hillwood Crescent, Ratho Station, Newbridge, EH28 8QF (“the Respondent”)

Tribunal Members:

Richard Mill (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an order against the Respondent for payment to the Applicants the sum of Two Thousand and Twenty Five Pounds (£2,025)

Introduction

This is an application under Regulation 9 of the Tenancy Deposit Schemes (Scotland) Regulations 2011. Service of the application and intimation of the Case Management Discussion (CMD) was effected upon the respondent by Sheriff Officers on 23 July 2026. He lodged written submissions on 10 August 2026.

The CMD took place by teleconference on 24 August 2026 at 2.00 pm. The parties all joined the hearing and represented their own interests. A Mandarin interpreter assisted the applicants in participating in the hearing.

Findings and Reasons

The applicants are the former tenants. The respondent is the former landlord. The parties entered into a private residential tenancy which commenced on 30 August 2025. The applicants paid £1,350 by way of deposit. The tenancy ended on 31 December 2025. The applicants were never provided with the prescribed information in respect of the lodging of their deposit with a regulated scheme. Their deposit was not paid into an approved scheme by the respondent and was not protected.

The applicants did receive return of their deposit subject to deductions which they dispute. The deductions were £181.09 for energy costs, £40 for replacement and minor repairs, and a cleaning charge of £210. They have had no opportunity to dispute this as the deposit was never protected in accordance with the regulatory requirements.

The written agreement purports to be a "Room Let Agreement" for the period 30 August 2025 to December 2025 (no specific date). The flat was let as a whole. The lease arrangement was a private residential tenancy under the 2016 Act. The method of written lease is less than professional and is legally invalid.

The tribunal was satisfied that the respondent did not comply with the requirements of the 2011 Regulations. The duties of landlords are contained within Regulation 3. This requires the landlord to pay the deposit to a relevant scheme administrator from an approved scheme within 30 working days of the beginning of the tenancy. The respondent failed to do this. Regulation 10 requires the tribunal to make an Order against the respondent to pay to the applicants an amount not exceeding three times the amount of the tenancy deposit. The tribunal considered all relevant circumstances prior to making the Order.

The respondent has accepted his failure to adhere to the Regulations. He says this was an oversight due to his perceived 'informal' nature of the arrangement. This is incredible. He could not have legitimately believed that letting out a residential property commercially would merit anything other than the arrangement being treated professionally and in accordance with the law in force to regulate tenancies and protect tenants.

The tribunal is satisfied that the respondent failed to act diligently and professionally and failed to account to the applicants in a proper manner. The applicants, who challenge the retention of part of their deposit, have been disadvantaged by the respondent's failure to pay the deposit into a scheme as required.

In all the circumstances, the tribunal orders that the respondent pays to the applicants the sum of one and a half times the amount of the tenancy deposit ie a total of £2,025. This is fair and proportionate in all of the circumstances. The public require to have

confidence that residential landlords are operating fairly and that their deposits are secured in accordance with the law in force in Scotland.

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.

R. Mill

24 August 2026

Legal Member/Chair

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Date