Housing and Property Chamber
First-tier Tribunal for Scotland

Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Procedure Regulations") and The Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the 2011 Regulations")

Chamber Ref: FTS/HPC/PR/26/1437

Re: Property at Flat 136, 3 Fyfe Lane, Edinburgh, EH6 5FZ ("the Property")

Parties:

Miss Holly Kaiser, Mr Christopher McCallum, 26A Halford Road, London, SW61JT; 26A Halford Road, London, SW6 1JT ("the Applicant")

Edinburgh Abode Residential Limited, One Fleet Place, London, EC4M 7WS ("the Respondent")

Tribunal Member:

Nicola Weir (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment by the Respondent in the sum of £500 should be made in favour of the Applicant.

Background

1. By application received on 31 March 2026, the Applicant applied to the Tribunal for an order for payment against the Respondent in respect of failure to carry out their duties as landlord in relation to a tenancy deposit. The failure alleged was a failure to lodge the deposit within an approved scheme within the required time limit (30 working days) in terms of the 2011 Regulations. Supporting documentation was lodged in respect of the application, including information regarding the tenancy and a tenancy deposit certificate from Safe Deposits Scotland (SDS). The tenancy had commenced on 19 July 2025 and ended on 30 March 2026. The deposit was £2,760 and it had been lodged in the scheme on 11 September 2025, late in terms of the 30 working days' time limit specified in the 2011 Regulations.

2. Following initial procedure, on 2 April 2026, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations. The Applicant was, however, asked to provide a copy of the relevant tenancy agreement to the Tribunal.

3. On 31 July 2026, a copy of the application papers and details of the Case Management Discussion ("CMD") to take place were served on the Respondent by Process Server. Written representations were invited from the Respondent within a stated time limit. No representations were received from the Respondent within that time limit, nor prior to the CMD.

4. On 6 September 2026, the Applicant lodged a copy of the requested tenancy agreement and apologised for its late lodging, which had been an oversight. This was circulated to the Tribunal Member on the morning of the CMD and to the Respondent by post (as the Tribunal does not hold permission from the Respondent to communicate with them by way of email). This document will accordingly not have been received by the Respondent in advance of the CMD.

Case Management Discussion

5. The Case Management Discussion ("CMD") took place by telephone conference call on 7 September 2026, commencing at 11.30am. Both Applicants, Miss Kaiser and Mr McCallum, were in attendance. The Respondent did not attend. The Tribunal delayed the commencement of the CMD for more than 5 minutes to give them an opportunity to join late, but they did not do so.

6. Following introductions and introductory comments by the Legal Member, there was discussion regarding the application and the order being sought by the Applicants. The Applicants confirmed that they had not had any communication with the Respondent, or their letting agents, regarding this matter, either during the tenancy or after it had ended. They confirmed that the deposit of £2,760 had been paid a few days before the tenancy commencement date. They subsequently received the certificate from SDS, on 11 September 2025, confirming that the deposit had been lodged with them but explaining that, given the tenancy commencement date, it appeared to have been lodged on behalf of the Respondent. The Applicants had decided not to raise the matter at the time in case this caused them difficulties getting their tenancy deposit back at the end of the tenancy. As it was, no such difficulties were experienced. They gave notice to end the tenancy due to a change in their own circumstances and they received the full deposit back at the end of the tenancy, with no delay.

7. The Applicants confirmed that, as stated in their application, they were seeking the maximum award of three times the tenancy deposit (amounting to £8,280). Their justification for this was that the deposit paid had been a significant amount of money and it caused a breach of trust between them and the Respondent when they received notification that the deposit had been lodged

late. It caused them some stress and anxiety. This was exacerbated by the fact that, on 17 August 2025, shortly after the tenancy had started, the Applicants had received notification that their rent was to increase and requesting that they enter into a fresh tenancy agreement. The Applicants were not agreeable to the rent increase proposed and were not very happy about this. They queried this with the Respondent's agents but heard nothing further from them.

8. The Legal Member explained her calculation of the '30 working days' time limit, which excludes weekend days. According to her calculations, the 30 working day time limit expired around 29 August 2025 and thus, the deposit was lodged around 13 days' late, on 11 September 2025. It was also explained that this type of breach of the 2011 Regulations was generally not regarded as a breach at the more serious end of the scale, where maximum compensation may be awarded.

9. The Legal Member confirmed that, given that there was no opposition from the Respondent and the application appeared to be in order, she would grant a payment order in favour of the Applicants but would determine the appropriate compensation following the CMD and issue her decision in writing. The Legal Member advised of the appeal period. The Applicants were thanked for their attendance at the CMD and providing the required information to the Tribunal. The CMD was thereafter concluded.

Findings in Fact

1. The Respondent was the landlord of the Property.

2. The Applicant was the joint tenant of the Property by virtue of a Private Residential Tenancy which had commenced on 19 July 2025.

3. The tenancy ended on 30 March 2026, the Applicant having given notice due to a change in their own circumstances.

4. The tenancy deposit was £2,760 and was paid by the Applicant to the Respondent just prior to the tenancy commencement date.

5. The tenancy deposit was lodged on behalf of the Respondent by their agents in a tenancy deposit scheme with Safe Deposits Scotland on 11 September 2025.

6. The Applicant was informed of this by email from Safe Deposits Scotland on 11 September 2025 and was issued with a copy of the relevant deposit certificate.

7. The deposit was lodged in or around 13 days' late in terms of the 30 working days' time limit stipulated in the 2011 Regulations.

8. The full deposit of £2,760 was returned to the Applicants at the end of the tenancy.

9. The Respondent did not lodge any written representations in response to the application, nor attend the CMD.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation and the oral information provided at the CMD by both Applicants.

2. The Tribunal found that the application was in order and that the application had been submitted timeously to the Tribunal in terms of Regulation 9(2) of the 2011 Regulations [as amended to bring these matters within the jurisdiction of the Tribunal], the relevant sections of which are as follows:-

*“**9.**—(1) A tenant who has paid a tenancy deposit may apply to the sheriff for an order under regulation 10 where the landlord did not comply with any duty in regulation 3 in respect of that tenancy deposit.*

(2) An application under paragraph (1) must be made by summary application and must be made no later than 3 months after the tenancy has ended.

***10.** If satisfied that the landlord did not comply with any duty in regulation 3 the sheriff—*

(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 sheriff 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.”

Regulation 3 [duties] referred to above, is as follows:-

*“**3.**—(1) 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.

(2) The landlord must ensure that any tenancy deposit paid in connection with a relevant tenancy is held by an approved scheme from the date it is first paid to a

tenancy deposit scheme under paragraph (1)(a) until it is repaid in accordance with these Regulations following the end of the tenancy.

(3) A "relevant tenancy" for the purposes of paragraphs (1) and (2) means any tenancy or occupancy arrangement—

(a)in respect of which the landlord is a relevant person; and

(b)by virtue of which a house is occupied by an unconnected person,

unless the use of the house is of a type described in section 83(6) (application for registration) of the 2004 Act.

(4) In this regulation, the expressions "relevant person" and "unconnected person" have the meanings conferred by section 83(8) of the 2004 Act."

The Tribunal was satisfied from the supporting documentation before it and the oral representations made at the CMD that the Respondent was under the duties outlined in Regulation 3 above and had failed to ensure that the deposit paid by the Applicant was paid into an approved tenancy deposit scheme within 30 working days of the start of the tenancy, contrary to Regulation 3 of the 2011 Regulations. There was no contradictory material before the Tribunal, nor any opposition from the Respondent. The Tribunal was therefore satisfied that the application did not require to be continued to an Evidential Hearing and that, in terms of Regulation 10 above, a sanction must be imposed on the Respondent in respect of this breach of the 2011 Regulations.

3. In determining the appropriate amount of the sanction to be imposed on the Respondent for payment to the Applicant, the Legal Member considered the background circumstances and the information received from the Applicant. The Legal Member considered that the amount of the sanction should reflect the gravity of the breach. As the deposit here was £2,760, in terms of Regulation 10(a) above, the maximum possible sanction is £8,280. This was the amount sought by the Applicant. There is no minimum sanction stipulated in the 2011 Regulations.
4. The Legal Member considered the fact that the deposit had been placed in the scheme around 13 days late, in terms of her calculations outlined above. As the deposit had been placed in a scheme by the Respondent and was returned in full to the Applicant at the end of the tenancy, the Legal Member considered that there had been no financial implications to the Applicant, as a consequence of the Respondent's breach of the Regulations. In the circumstances, the Legal Member considered this to be a minor breach of the 2011 Regulations. However, no explanation or apology has been provided on behalf of the Respondent for the late lodging of the deposit, so no mitigating circumstances have been presented for the Tribunal to consider. The Legal Member noted that the Applicant had not sought any explanation directly from the Respondent or their agents at the time when they became aware of the apparent breach, or subsequently. The Legal Member had regard to the Applicant's submissions regarding this matter and accepted that they had been caused some

unnecessary anxiety during the early stages of the tenancy when they discovered that the deposit had been lodged late. They had paid a significant deposit amount and considered this to be a breach of trust, exacerbated by an earlier issue which had arisen with a proposed rent increase intimated to them within a few weeks of the tenancy commencing. Weighing the various factors, including the amount of the deposit here, the Legal Member determined that £500 was the appropriate amount of the sanction to be paid by the Respondent to the Applicant.

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.

Nicola Weir

Legal Member/Chair **Date: 7 September 2026**