



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Regulation 10 of The Tenancy Deposit
Schemes (Scotland) Regulations 2011**

Chamber Ref: FTS/HPC/PR/26/0662

Re: Property at 31A, New City Road, Glasgow, G4 9DE ("the Property")

Parties:

Mr Akshay Vijay Bagde, 02, 15 Manresa Place, Glasgow, G4 9SZ ("the Applicant")

Mrs Chun Yau, whose present whereabouts are unknown ("the Respondent")

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondent)

At the Case Management Discussion ("CMD"), which took place by telephone conference on 20 August 2026, the Applicant was present. The Respondent was neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Respondent having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that -

Background

The Tribunal noted the following background –

- i. The Respondent leased the Property to the Applicant in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 16 February 2022.
- ii. The deposit stated to be payable in terms of the PRT is £875.
- iii. The deposit was lodged in a tenancy deposit scheme, namely Safe Deposits Scotland, late and was only protected from 24 May 2022.
- iv. The deposit was unprotected for 55 days.
- v. The Applicant vacated the Property and the PRT ended on 30 November 2025.

- vi. This application is made under Regulation 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the Regulations").

The Case Management Discussion

In addition to the application the Tribunal had regard to the following oral submissions from the Applicant made in response to questions from the Tribunal:-

- i. Notwithstanding the terms of the PRT the deposit actually paid was £845.
- ii. The deposit was paid equally by the Applicant and his co-tenant.
- iii. The Applicant accepted that the deposit ought to have been lodged in an approved scheme within 30 working days of the beginning of the PRT all in terms of Regulation 3 of the Regulations.
- iv. The Applicant accepted that the last day for timeously lodging the deposit into an approved scheme was 30 March 2022.
- v. The Applicant accepted that the deposit was at risk for 55 days being from 31 March 2022 to 23 May 2022, both inclusive.
- vi. That the deposit was recovered in full.
- vii. The Applicant did not deal with the Respondent but with her Letting Agent throughout namely Capital Letters Property Management. All Communications were with Capital Letters Property Management and he had never met nor had any dealings with the Respondent.
- viii. The failure to lodge the deposit timeously into an approved scheme was likely the fault of Capital Letters Property Management.

Findings in Fact

The Tribunal made the following findings in fact –

- i. The Respondent leased the Property to the Applicant in terms of the PRT that commenced on 16 February 2022.
- ii. The deposit stated to be payable in terms of the PRT is £875.
- iii. The deposit actually paid was £845.
- iv. The deposit was paid equally by the Applicant and his co-tenant.
- v. The deposit was lodged in a tenancy deposit scheme, namely Safe Deposits Scotland, late and was only protected from 24 May 2022.
- vi. The deposit was unprotected for 55 days.
- vii. The Applicant vacated the Property and the PRT ended on 30 November 2025.
- viii. The deposit has been recovered in full.
- ix. The Respondent is in breach of the Regulations.
- x. The Respondent is a commercial landlord.
- xi. The Respondent delegated the entire management of the Property and the PRT to Capital Letters Property Management.
- xii. The Applicant did not deal with the Respondent but with her Letting Agent throughout namely Capital Letters Property Management. All Communications were with Capital Letters Property Management and he had never met nor had any dealings with the Respondent.

Reasons for Decision

The Tribunal takes a landlord's failure to comply with the Regulations seriously.

Regulation 3 of the Regulations states:-

*"(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;"*

Regulation 10 of the Regulations states:-

"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;"

The Respondent previously leased the Property to the Applicant in terms of the PRT.

The deposit paid to the Respondent in terms of the PRT was £845 rather than £875 as stated.

The PRT is a relevant tenancy under the Regulations.

The PRT ended on 30 November 2025. This application is made timeously.

The deposit of £845 was not timeously lodged with the scheme administrator of an approved scheme as required in terms of Regulation 3 of the Regulations.

The Regulations require a landlord to lodge a tenancy deposit with an approved scheme within a period of 30 working days from the beginning of the tenancy.

The start date of the tenancy was 16 February 2022. The deposit could have been lodged at any time on or before 30 March 2026 to comply with Regulation 3.

The deposit was lodged with Safe Deposits Scotland on 24 May 2022, being 55 days late.

In determining the amount payable by the Respondent to the Applicant in terms of Regulation 10 the Tribunal took into account the following:-

- i. That, having regard to the requirement to lodge the deposit in an approved scheme within 30 working days of the beginning of the tenancy, the deposit was unprotected for a period of 55 days.
- ii. The Respondent is a commercial landlord. She had delegated the entire management of the Property and therefore the receipt and lodging of the deposit to Capital Letters Property Management.
- iii. Capital Letters Property Management is a commercial Letting Agent and, as such, ought to have been familiar and complied with the Regulations. They failed to do so.
- iv. The deposit was ultimately lodged into an approved scheme on 24 May 2022.
- v. The deposit was recovered in full at the end of the tenancy.
- vi. The risk to the Applicant was limited to the period from 31 March 2022 to 23 May 2022 when the deposit was unprotected.
- vii. The Applicant had the benefit of the adjudication scheme operated by Safe Deposits Scotland had recourse to that been required at the end of the PRT.

In all the circumstances the Tribunal considered the failure to pay the deposit into an approved scheme to be at the lower end of the scale of sanctions available to it.

The Tribunal therefore determined that, having regard to the foregoing, the Respondent must pay to the Applicant a sum of £845 by way of a penalty for the failure to comply with the Regulations. Such a penalty is proportionate, fair and just in the circumstances.

Decision

The Respondent is ordered to pay to the Applicant a sum of £845.

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.

G Buchanan





Legal Member/Chair

20 August 2026
Date