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 the Housing (Scotland) Act 2006 section 121 and Regulation 9 the Tenancy Deposit Schemes (Scotland) Regulations 2011

Chamber Ref: FTS/HPC/PR/25/4955

Re: Property at 31 Balephetrish, Isle of Tiree, PA77 6UY ("the Property")

Parties:

Mr Richard Hawley, 5 Rudha Cottage, Scarinish, Isle of Tiree, Argyll and Bute, PA77 6UH ("the Applicant")

Mrs Ulrike Rawson, 30 Balephetrish, Isle of Tiree, PA77 6UY ("the Respondent")

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondent)

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Landlord is in breach of her obligations in terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("Regulation 3"). The Respondent shall make payment to the Applicant in the sum of £460 (FOUR HUNDRED AND SIXTY POUNDS)

Background

1. The Tribunal received an application from the Applicant in terms of Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Rules 2017 which was dated 18th November 202620th December 2021. The Application stated that a deposit of £980 had been paid to the Respondent but not lodged in an approved scheme within 30 working days of the start of the tenancy.

2. On 19th August 2025, all parties were written to with the date for the Case Management Discussion ("CMD") of 2nd October 2026 at 10am by teleconferencing. The letter also requested all written representations be submitted by 9th September 2026.

3. On 3rd September 2026, sheriff officers served the letter with notice of the hearing date and documentation upon the Respondent by personal service. This was evidenced by Certificate of Intimation dated 3rd September 2026.

4. On 13th September 2026, the Housing and Property Chamber received a letter from the Respondent dated 3rd September 2026. In this letter the Respondent stated that she would not attend the CMD because she considered the claim a waste of time. She disputed that the contract that he signed with her was illegal. It stated that the Respondent agreed to pay two months of the rent as a deposit but that he had not paid the rent of August, stated that he had only paid half of what he had agreed.

5. This case is conjoined with FTS/HPC/CV/25/4952.

The Case Management Discussion

6. A CMD was held 2nd October 2026 at 2pm by teleconferencing. The Applicant was not present but was represented by Mr David Davidson, General Adviser, Argyll and Bute Citizens Advice Bureau. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make representations in advance of the CMD except for the short letter dated 3rd September 2026.

7. The Tribunal explained the purpose of the CMD, the overriding objective of the Tribunal and the powers available to the Tribunal to determine matters.

8. Mr Davidson said that he was seeking an order for £960. The Applicant paid the Respondent a deposit of £960. This was paid at the start of the tenancy. This has not been lodged in an approved scheme and has not been returned to the Applicant. The conjoined case addresses the return of the deposit.

9. The Respondent stated in her letter that she did receive a deposit which was equivalent to two months rent.

10. The Tribunal noted in the papers that the Applicant has limited the award sought to a one times award namely £960. Mr Davidson said that was the correct position. The Tribunal did not consider it appropriate to make an award for a higher amount given that it has been stated in the papers. Though had this not been the case the Tribunal would have considered a higher award given that the Respondent has not engaged with the Tribunal process save for the letter she wrote dated 3rd September 2026, she has not lodged the deposit at all in an approved scheme and has not returned the deposit to the Applicant. The

Respondent has made no to attempt to say why she did not lodge the deposit in an approved scheme as is required by law and what steps she has taken to prevent this from occurring again. However, given the Applicant's position the Tribunal found it fair, reasonable and proportionate to make an award for one times the deposit (£960).

Information for parties

11. This application relates to the failure of the Respondent to place a tenancy deposit within an approved tenancy deposit scheme. Landlords have been required since the introduction of the 2011 Regulations to pay tenancy deposits into an approved scheme within 30 working days of the commencement of the tenancy.

12. Regulation 9 of the 2011 Regulations indicates that if a landlord does not comply with any duty in regulation 3 then the Tribunal must order that a Landlord makes payment to the Tenant of an amount "not exceeding three times the amount of the tenancy deposit". Those duties are twofold. There is a requirement to pay the deposit to a scheme administrator and the requirement to provide a Tenant with specified information regarding the tenancy deposit.

13. It seems to be conceded by the Respondent that the deposit had not been paid into an approved tenancy deposit scheme in accordance with the 2011 Regulations with a period of 30 working days from the commencement of the tenancy and that in this case the Respondent is in breach of the 2011 Regulations.

14. If that is the case, then the Tribunal is required to make an order for payment. The only matter to be determined by the Tribunal is the amount of the payment.

15. Parties should be aware that there are numerous decisions available on the Tribunal website setting out how the Tribunal has determined these applications.

16. Prior to the jurisdiction to determine these applications becoming part of the jurisdiction of the First-tier Tribunal, the applications were determined in the Sheriff Court. There were numerous Sheriff Court decisions which have been reported. In many of these cases, the Sheriff Courts have indicated that the Regulations were introduced to address what was a perceived mischief and that they will be meaningless if not enforced.

17. One such reported case is ***Phoebe Russell-Smith, Stephanie Dion-Jones and Alexis Herskowit v. Ijeoma Uchegbu*** ([2016] SC EDIN 64) a decision by Sheriff Welsh. In that case the sheriff calculated the award to be made by considering two broad aspects to the sanction, firstly an element to mark the sustained period of time which subjected the tenants and the deposit to a risk the regulations were designed to avoid and secondly, a weighting (or financial

penalty) to reflect the fact that the landlord was aware of their obligations and still failed to comply. It should be noted that this is not the only method which a tribunal can use to determine the amount to be awarded.

18. In a decision by Sheriff Principal Stephen at Edinburgh Sheriff Court in December 2013, the Sheriff Principal indicated that the court was "entitled to impose any penalty including the maximum to promote compliance with Regulations". (***Stuart Russell and Laura Clark v. Samdup Tenzin*** 2014 Hous.L.R. 17).

19. The Tribunal notes that in an Upper Tribunal decision, (***Ahmed v Russel*** UTS/AP/22/0021 2023UT07) Sheriff Cruickshank indicates (at Para 38) that "***previous cases have referenced various mitigating or aggravating factors which may be considered relevant. It would be impossible to ascribe an exhaustive list. Cases are fact specific and must be determined on such relevant factors as may be present***". The amount awarded should represent "***a fair and proportionate sanction when all relevant factors have been appropriately balanced***".

20. In this case the Applicant has limited the amount that he is seeking to £980 which is one times the deposit.

Findings and reason for decision

21. A Private Rented Tenancy Agreement commenced 24th February 2025. This is an unwritten lease as the lease provided was not a legally accurate lease causing Section 3 of the Act to be relevant.

22. A deposit of £960 was paid 24th February 2026 by cheque.

23. The deposit was not lodged within an approved deposit scheme within 30 days from the start of the tenancy.

24. The Respondent has failed to comply with the regulations to ensure that the deposit was lodged in an appropriate scheme within 30 days from the start of the tenancy. The Respondent has not engaged with the Tribunal process to advise why this has happened and what steps have been taken to ensure that it will not happen again.

Decision

25. The Respondent has a duty under Regulation 3 to place the deposit in an approved scheme within the specified time but failed to do so. The Respondent did not engage with the Tribunal process to explain why the deposit was late and what steps had been taken to prevent such a situation happening again. Had the Applicant not restricted the amount sought the Tribunal would have awarded a higher amount due to there seemingly being no action taken by the

Respondent to prevent this situation happening again. Given this the Tribunal decided that a fair, just and proportionate sanction would be to order the Respondent to pay the Applicant one times the amount of the deposit (£960.00).

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.

Gabrielle Miller

2nd October 2026

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Legal Member/Chair	**Date**