

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 Tenancy Deposit Schemes (Scotland) Regulations 2011 (“The Regulations”)

Chamber Ref: FTS/HPC/PR/25/4004

Re: Property at Flat 3/3, 474 Dumbarton Road, Glasgow, G11 6SQ (“the Property”)

Parties:

Miss Sylvia Yew, Ms Nicole Leong Ka Yeng, Flat E20 Arden Court, Woodside Terrace, Inverness, IV2 3UJ; Room 90 Flat 24, Staff Residences, Dumfries and Galloway Infirmary, Dumfries, DG2 8RX (“the Applicant”)

Mr Ranj Abdulla, 31 Queen Mary Crescent, Clydebank, G81 2AD (“the Respondent”)

Tribunal Members:

Andrew McLaughlin (Legal Member) and Ahsan Khan (Ordinary Member)

Decision

[1] The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) made an award in terms of Regulation 10 of The Tenancy Deposit Schemes (Scotland) Regulations 2011 ordering that the Respondent pay the Applicants the sum of £1.00.

Background

[2] The Applicants seek an award under the Regulations in respect of the alleged failure of the Respondent to lodge a relevant tenancy deposit paid to them within 30 days as required by Regulation 3.

Prior Procedure

[3] The Application called for a Case Management Discussion (CMD) by conference call at 2pm on 23 March 2026. The parties were both personally present. It was explained that the basis of the case was that the Applicants had paid to the Respondent's letting agent a deposit of £1,300.00 on 24 May 2023. It was not registered into an approved scheme until 10 July 2023. It was accepted by the parties that this was 2 days beyond the date 30 working days after the deposit was received. The Respondent explained that he had been using a letting agent at the time and that this was a simple oversight and that the deposit had been returned in full at the end of the tenancy.

The Hearing

[4] The Application thereafter called for a Hearing by conference call at 10 am on 21 August 2026. Both parties were personally present. Neither had any preliminary matters to raise. The Tribunal heard from both parties. The Applicants' position was clear and required little further explanation. The Respondent had submitted representations setting out his position and he spoke to those.

[5] Having heard from parties, the Tribunal made the following findings in fact.

1. *On 24 May 2023, the Applicants paid the Respondent a tenancy deposit in the sum of £1,300.00.*
2. *The Respondent failed to register the deposit into an approved scheme until 10 July 2023. This is two days after the 30-working day requirement provided under the Regulations.*
3. *The Respondent's letting agent returned the sum of £1,300.00 to the Applicants promptly at the end of the tenancy.*

[6] Having made the above findings in fact, the Tribunal had to determine what, if any, award ought to be made under Regulation 10. The Tribunal proceeded on the basis that the determination of the award required the Tribunal to exercise its judicial discretion to consider what would be fair, proportionate and just in the circumstances of the case.

[7] In forming its approach to where this particular breach sat on the scale of sanctions open to the Tribunal, the Tribunal had regard to the decision of Sheriff Cruickshank in *Ahmed v Russell* (UTS/AP/22/0021), which provides helpful guidance on the assessment of an appropriate sanction. In doing so, the Tribunal requires to identify the relevant aggravating and mitigating factors and apply appropriate weight to them in reaching its decision. The Tribunal is then entitled to impose a fair, proportionate and just sanction of between £1 and three times the amount of the tenancy deposit, which in this case would be £1,300. As Sheriff Cruickshank observed at paragraph 39 of *Ahmed*:

"The sanction which is imposed is to mark the gravity of the breach which has occurred. The purpose of the sanction is not to compensate the tenant. The level of sanction should reflect the

level of overall culpability in each case measured against the nature and extent of the breach of the 2011 Regulations.”

[8] The Tribunal considered that the fact that the deposit was registered only two days late made this a very trivial breach indeed. The deposit was protected in an approved scheme and the delay had no practical impact upon the Applicant. The Tribunal accepted that the Respondent had employed a professional letting agent to manage the tenancy and had acted reasonably in entrusting the administration of the tenancy deposit to them. The letting agent candidly accepted that the breach was entirely of their making. The Tribunal was satisfied that the Respondent was wholly unaware of the error until service of the present application and had no reason to believe that the deposit had not been registered timeously. Thereafter, the Respondent co-operated fully with the Tribunal process, notwithstanding the inconvenience occasioned to him by a very minor administrative error on the part of the letting agent. Taking all of these factors into account, the Tribunal considered that the breach lay at the very lowest end of the scale of seriousness envisaged by the tenancy deposit legislation and that the appropriate sanction was the minimum award available, namely £1.00.

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.

A McLaughlin

Legal Member/Chair

21 August 2026
Date