



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Regulation 9 of the Tenancy Deposit
Schemes (Scotland) Regulations 2011**

Chamber Ref: FTS/HPC/PR/19/2491

Re: Property at 1/1 3 Seggielea Road, Glasgow, G13 1XJ (“the Property”)

Parties:

Ms Alethea Boyd, 138 Rosslyn Avenue, Rutherglen G73 3EX (“the Applicant”)

**Mrs Lea Wight, 61 Windyedge Crescent, Jordanhill, G13 1YG (“the
Respondent”)**

Tribunal Members:

John McHugh (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the sum of £650 should be paid by the Respondent
to the Applicant.**

Background

The Applicant was the tenant and the Respondent the Landlord in terms of a short assured tenancy agreement relating to the Property. The lease began with effect from on or around August 2017 and ended on 31 July 2019.

The Case Management Discussion

A Case Management Discussion (“CMD”) took place at the Glasgow Tribunals Centre on 25 October 2019. The Applicant was present and accompanied by her partner, Graeme McHendry. The Respondent was represented by a friend, Simon MacLean.

Findings in Fact

The Applicant was the tenant and the Respondent the landlord in terms of a short assured tenancy agreement in respect of the Property.

The lease began with effect from on or around August 2017 and ended on 31 July 2019.

At the beginning of the lease, the Applicant paid to the Respondent a deposit of £500.

The deposit was not placed in an approved deposit scheme.

Reasons for Decision

Mr MacLean accepted that the deposit ought to have been paid into an approved scheme but that it had not been. By way of mitigation, he advised that the Respondent was a first time landlord. She had not let the Property since and in fact had sold it. The lease had been carried out as a favour to a family friend and her original intention had been to sell when this opportunity to let came along. The Respondent had sought to act in good faith but had obtained information via the internet, which information related to English law and so she had been ignorant of her obligations under Scots law in relation to the placing of the deposit in an approved scheme. It had not been her intention to avoid the legislation. Efforts to resolve the matter direct with the Applicant since had been unsuccessful but Mr MacLean was at pains to point out that those efforts had been genuine and had not been intended to intimidate the Applicant.

The Applicant was sceptical as to the explanation given for the Respondent's failure and believes that the letting was carried out on a commercial basis and that letting the Property had always been the Respondent's intention. There evidently remains a difference of opinion between the parties as to the condition in which the Property was left at the end of the tenancy and the appropriateness of the Respondent's attempt to withhold the deposit.

These matters of dispute are largely irrelevant. Having regard to the whole circumstances, the Tribunal considers that an order for payment of the sum of £650 is appropriate. This reflects the fact that the failure to have the deposit secured in a scheme presented an actual risk to the Applicant over an extended period of time. However, the Tribunal also accepted that there was no evidence of any bad faith or wilfulness in relation to the matter on the part of the Respondent.

Decision

The sum of £650 should 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.

J McHugh

John McHugh, Legal Member/Chair

25 October 2019

Date