

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**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/18/2314**

**Re: Property at 11/4 Upper Grove Place, Edinburgh, EH3 8AY (“the Property”)**

**Parties:**

**Miss Gemma Thomson, Mr Jacob David Frost, 53/8 West Bryson Road,  
Edinburgh, EH11 1BQ (“the Applicant”)**

**Ms Marion Clegg, Sam Ye Ling, Eskdalemuir, Langholm, DG13 0QL (“the  
Respondent”)**

**Tribunal Members:**

**Fiona Watson (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order is granted against the Respondent(s) for  
payment to the Applicants in the undernoted sum:**

**ONE THOUSAND AND TWENTY FIVE POUNDS (£1025) STERLING**

An application was received by the Tribunal on 31 August 2018 made under Rule 103 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. Said application sought an order for payment due to the landlord’s failure to lodge a deposit with a tenancy deposit scheme timeously and further due to the landlord failing to provide the prescribed information to the tenants timeously, both in line with the requirements of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the Regulations”).

A Case Management Discussion took place on 11 January 2019. The applicants were both personally present. There was no appearance by or on behalf of the respondent.

The applicants moved for an order for payment to be made against the respondent of up to three times the amount of the deposit, in line with Regulation 10 of the Regulations.

The applicants advised that the tenancy commenced on 28 June 2018. They paid a deposit of £1025 to the respondent's letting agents on 25 June 2018. The deposit was paid into an approved tenancy deposit scheme on 8 August 2018. Further, they advised that they did not receive the prescribed information as required by Regulation 3(b) until 29 August 2018. Their position was that this exceeded the time limit laid down in Regulation 3 and the landlord was accordingly in breach of same.

A copy of the email sending said information to the tenants was lodged with the application and showed that it had been sent to them on 29 August 2018. Said email also confirmed that the date of lodging the deposit was 8 August 2018.

Regulation 3 states as follows:

*(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.*

The Tribunal highlighted to the applicants that 30 working days from the start date of the tenancy took you to 9 August 2018. Accordingly, it would appear that the deposit had been lodged timeously. The applicants accepted that they had wrongly calculated the deadline for lodging the deposit on the basis of 30 days, instead of the 30 *working* days required by Regulation 3, and conceded that there had been no breach under Regulation 3(1)(a).

The Tribunal was satisfied that there had been a breach of Regulation 3(1)(b) as the prescribed information was issued to the applicants on 29 August 2018, some 13 working days after the deadline imposed by Regulation 3.

The tenancy ended on 5 October 2018. The deposit was repaid in full to the applicants. The Tribunal was not persuaded that the breach was so sufficiently serious as to warrant an order to be granted at the higher end of the scale, being three times the value of the deposit. The Tribunal considered the circumstances of the breach, the length of tenancy and the length of time which had passed after the deadline before the information was provided. There was no appearance by or on behalf of the respondent at the case management discussion and no written response had been submitted by the respondent to explain their position or provide any reasons for the failure to meet the statutory deadline.

Accordingly, the First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order should be granted against the Respondent(s) for payment to the Applicants in the sum of ONE THOUSAND AND TWENTY FIVE POUNDS (£1025) STERLING

## 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.

F Watson

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Legal Member/Chair

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Date

11/1/19