

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

**Chamber Ref: FTS/HPC/PR/18/0728**

**Re: Property at 86 Hilton Heights, Aberdeen, AB24 4QF (“the Property”)**

**Parties:**

**Miss Alicia Bryce, 36 Western Road, Aberdeen, AB24 2QQ (“the Applicant”)**

**Mrs Emma Sheldon, 13/15 East Pilton Crescent, Edinburgh, EH5 2GG (“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 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 ONE THOUSAND TWO HUNDRED AND THIRTY POUNDS (£1230) STIRLING**

**Background**

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 on 23<sup>rd</sup> March 2018.

The Applicant advised in the application that the tenancy had commenced on 1<sup>st</sup> February 2018. The Landlord did not place the deposit in any scheme or provide details when asked regarding the placing of the deposit in any scheme.

The deposit paid was £410, paid in 31<sup>st</sup> January 2018.

The Applicant provided copy letter correspondence to the Landlord requesting information of the deposit. This letter was dated 10<sup>th</sup> March 2018.

The Landlord received notification of the application by letter of 8<sup>th</sup> May 2018. No response has been received by the Tribunal.

The Landlord received intimation of today's Case Management Discussion by Sheriff Officers on 17<sup>th</sup> May 2018. Certificate of Execution of Service is contained within the case papers. No response was received by the Tribunal.

### **The Case Management Discussion**

The Landlord did not attend the Tribunal today and has made no written representations.

The Applicant was in attendance. She provided the Tribunal with a copy of an email from Letting Protection Scotland dated 31<sup>st</sup> March 2018 which stated that her deposit was not registered with them.

The Applicant provided oral evidence that she had checked each deposit scheme and there was no record of the deposit (an issue she had raised in correspondence with the Landlord). She attempted to address these issues with the Landlord, without success, directly before raising this application. The Applicant had raised this issue by letter, email and text messages. She had emailed first on 2<sup>nd</sup> March 2018. The Applicant was given an incorrect lease initially. Within this lease it stated that the deposit would be registered with James Gibb. This is not an authorised scheme. The correct lease then stated that it was to be deposited with Letting Protection Scotland. The Applicant provided signed receipts by the Landlord for the deposit of £410 and rent. The Applicant had sent the receipt book to the Landlord in order that she be given receipts.

The Applicant has not received any direct communication from the Landlord since lodging the application regarding where her deposit was lodged and her deposit has not been returned to her. She did not receive any notification at the start of the tenancy on 1<sup>st</sup> February 2018 of the details of the rent deposit scheme into which the deposit had been paid. She has received no further information from her Landlord regarding her deposit since the tenancy ended on 2<sup>nd</sup> April 2018.

The Landlord has provided no evidence, either written or oral, to contradict the evidence of the Applicant.

Accordingly the Tribunal finds in fact:

1. The Applicant paid a deposit of £410 on 31<sup>st</sup> January 2018 in respect of a tenancy in the property owned by the Landlord at 86 Hilton Heights, Aberdeen AB24 4QF.
2. The start date of the tenancy was 1<sup>st</sup> February 2018.
3. The end date of the tenancy was 2<sup>nd</sup> April 2018.

4. The Applicant did not receive notice from the Landlord of details of the rent deposit scheme into which the deposit has been paid.
5. No evidence has been provided by the Landlord that she has met her duties in terms of Regulation 3.
6. The Applicant provided notice to the Landlord in March 2018 of her intention to end the tenancy effective from 2<sup>nd</sup> April 2018. The Landlord accepted this as the end to the tenancy.
7. The Deposit has not been repaid to the Applicant despite her requests.

### **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.**

**Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.**

**Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.**

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**Legal Member/Chair**

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**Date**

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