



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Regulation 10 of the Tenancy Deposit  
Schemes (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/18/1453**

**Re: Property at 7A Eastfield Terrace, Bellshill, ML4 2QG (“the Property”)**

**Parties:**

**Miss Dana Jancikova, 12 Lomond Court, Aberfoyle, FK8 3XN (“the Applicant”)**

**Mrs Kim Sommerville trading as Sommerville Developments, sometime  
residing at 1 Copperfield Lane, Uddingston, Glasgow (“the First Respondent”)**

**Mr Andrew Sommerville trading as Sommerville Developments, sometime  
residing at 1 Copperfield Lane, Uddingston, Glasgow and now at 36 Alexander  
Avenue, Viewpark, G71 6JP (“the Second Respondent”)**

**Tribunal Members:**

**Melanie Barbour (Legal Member) and Melanie Booth (Ordinary Member)**

**Decision**

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

**Background**

An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 103 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order in relation to the non-payment of a deposit in relation to an assured tenancy for the Property.

The application contained:

- A copy of the tenancy agreement dated 15.2.13

- A copy of the tenancy renewal agreement dated 23.9.16
- Deposit payment receipt dated 15.12.13 entitled "Somerville developments date of entry"
- Copy SLR search

The Application stated that that the Applicant became the Respondent's tenant on 15 February 2013. The Respondent took a deposit of £425. The Applicant signed a second tenancy agreement on 23 September 2016, it omitted to disclose the initial deposit payment, and the deposit was not returned. The Applicant terminated the tenancy on 15 April 2018. The Respondent had failed to return the deposit. Believed that the Respondent has never paid the deposit into a scheme.

An order was sought for damages to reflect the landlord's failure to protect the deposit; and an order that the Respondent repay the deposit to the Applicant.

On 7 August 2018 the Applicant and the First Respondent (Kim Sommerville) attended the first case management discussion. Reference is made to the note of the hearing. During that the hearing, the First Respondent confirmed that she and her now estranged husband, Andrew Sommerville, were the joint landlords for the property; that at the outset of the tenancy, 15 February 2013, a deposit had been taken; that the deposit had been returned to the Applicant at some point as she had become aware of the requirement to pay security deposits into an approved tenancy deposit scheme and she decided to return the deposit to Applicant at that time. She confirmed that she could produce evidence to confirm this and the date when it was done. The First Respondent then sought an adjournment. This was granted. The case was referred to a further CMD hearing.

A notice of directions was issued on 7 August 2018 dealing with documents to be lodged in support of the Respondent's case. The full terms of the notice are referred to.

On 20 September 2018 the Respondent submitted the following documents in response to the said notice, namely:-

- Email of 20 September 2018 advising inter alia that the deposit was not a security deposit but was a holding deposit, and did not need to be submitted to the tenancy deposit scheme; and setting out a separate claim for damages against the Applicant in relation to the condition of the tenancy
- Copy of amended Deposit payment receipt dated 15.12.13 entitled "Somerville developments date of entry"
- Copy letter dated 23 September 2016 to Applicant confirming deposit was returned
- Copy letter dated 23 September 2016 advising of rent increase
- Copy of the tenancy renewal agreement dated 23.9.16 (second version)
- Gas safety record
- Inventory dated 15 February 2013
- Copy letter from local authority to the Applicant dated 14 July 2018

- Copy letter dated 14 February 2018 to Applicant from Respondent confirming date of end of tenancy
- Copy letter dated 10 March 2018 to Applicant from Respondent confirming departure property inspection
- Photos of the subjects at entry
- Photos of the subjects at exit
- Photos of the subjects at end of repairs required

On 27 September 2018 the Applicant and the First Respondent attended a second case management discussion. The terms of the case management discussion note are referred to, the note includes that the First Respondent was opposing the application; submitted that the deposit was a "holding deposit" and not a deposit; ~~was seeking to make a counterclaim (which was refused); the Tribunal made a~~ determination which documents were not relevant to application; and noted that the Applicant's position was that the Sommerville developments "date of entry" sheet and second tenancy agreement had been altered, and the return of tenancy deposit document included the forged signature of the Applicant.

The note set out issues of dispute, namely:

1. Was the holding deposit truly a deposit to which the 2011 regulations apply; and if so,
2. What sum should be paid to the Applicant,
3. Was £425 repaid to the Applicant on 23 September or on any other date?

Matters agreed:-

1. The Applicant paid £425 to the Respondents at the outset of the tenancy
2. The Respondents did not pay any sum into a regulated scheme in respect of the tenancy
3. No prescribed information had been given to the Applicant by the Respondents.

The tribunal also issued a second Notice of Directions dated 27 September 2018 directing that the First Respondent was required to provide:

1. The original documents upon which she intends to reply at the hearing.

Before the hearing the First Respondent lodged the original refund of the deposit letter.

### The Hearing

At the hearing the Applicant was in attendance and was represented by James Melvin, from CAB and Ross McDonald attended as a supporter. The First Respondent was in attendance. Her daughter Nicole Sommerville attended as a witness for the Respondent. There was no appearance by the Second Respondent Andrew Sommerville.

A preliminary issue was raised by the Applicant at the beginning of the hearing, namely that the notice of direction of 29 September 2018, had not been fully complied with and only one original document had been submitted, namely the refund of the deposit letter. The First Respondent was asked if she was able to produce the original renewal tenancy agreement and original "Sommerville developments date of entry" sheet.

The First Respondent was able to provide the original renewal tenancy agreement (third version) and original "Sommerville developments date of entry" sheet. These two further documents were accepted as further productions.

Mr Melvin raised a further preliminary point, namely that original tenancy renewal agreement (third version) was in fact different to the copy tenancy renewal agreement (second version) lodged by the First Respondent in the email of 20 September, the difference being that the third version did not witness by Nichole Sommerville, and the reference to "Ross McDonald" which appeared in the second version only had "Ross".

The First Respondent then submitted a further copy of the tenancy renewal agreement (fourth version), which appeared to be the original tenancy renewal agreement (second version) which she had submitted in her email of 20 September, this fourth version had the original signature of Nicole Sommerville on it.

Mr Melvin then provided parties and the tribunal with a written note of his submission, and proceeded to present the case for the Applicant, he submitted the issues relevant to the application, were, his preliminary observations regarding the notice of direction; issues before the tribunal confirmed in the notice of direction; confirming the law relating to tenancy deposits, the Housing (Scotland) Act 2006 and the Tenancy Deposit regulations; and he drew attention to the following evidence,

That the tenancy agreement of 15 February 2013 referred to the deposit of £425 in its title and also in clause 4 it sets out conditions of the deposit being held.

Reference was made to the "Sommerville Development - date of entry" sheet, that there were different versions submitted by each party; noting that in the Applicant's copy the word "holding" had a line drawn through it. The document appears to be a receipt. The Respondent's version had further lines drawn through the reference to the receipt of a deposit; the alteration is dated 23 September 2016 and initialled.

The tenancy renewal agreement (fourth version) submitted by the Applicant had her signature only, and had not been witnessed by the Respondent's daughter or any other party.

The tenancy renewal agreement had been altered from the terms of the first tenancy agreement and omitted any reference to deposit. The tenancy renewal agreement (second version) submitted by the First Respondent by email on 20 September 2018 had a completed witness section with the name Ross McDonald in it and an additional witness 2 section with the name and address of Nicole Sommerville.

That the First Respondent conceded at the case management discussion of 20 September 2018 that she had written the name of the Ross McDonald in the tenancy renewal agreement.

The Applicant confirmed it was her signature on the tenancy renewal agreement but it was not witnessed by anyone. She advised that she had signed the tenancy renewal agreement in 2016; she had received two copies of the agreement, and a small note, she had signed one copy and returned that to the Respondents. No one else had been there with her when she had signed it.

The First Respondent disputed this.

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The Applicant considered that the different tenancy renewal agreement versions submitted by the First Respondent appeared to have forged versions of her signatures on them.

The Applicant's representative said the significance of the concerns regarding the tenancy renewal agreement paperwork was in relation to the egregiousness of the conduct of Respondents, and this should be considered in relation to any penalty imposed.

The Applicant denied that the deposit was returned to her on 23 September 2016, and the Applicant submitted that the letter dated 23 September 2016 addressed to Applicant confirming the deposit was returned continued the forged signature of the Applicant. The Applicant advised that she had not seen or signed this letter.

That the deposit is not a holding deposit but was a deposit in accordance with the 2011 regulations. It had not been put in a scheme and the prescribed information had not been provided to the Applicant, and further the deposit had not been returned to the Applicant.

The Applicant conclude that the Respondents had not returned the deposit, has not been honest about it, and had altered documents and forged two signatures therefore the maximum damages should be paid to the Applicant. If it is considered that the documents were altered then an investigation should also be instructed into whether offences have been committed in relation to the Notice of Directions.

In response the First Respondent advised that the Applicant had signed the tenancy renewal agreement in her presence. She advised that the Applicant had missed rent for a few months; the payment of £425 was a holding payment to cover the final month's rent; and that she returned the deposit to the Applicant. She advised that around September 2016 she had paid for a new kitchen at the Property. That around September 2016 the Applicant had advised that her partner was out of work and she was running three jobs, and the Applicant was struggling to pay her rent, given these facts the Respondent paid the holding deposit back to the Applicant on 23 September 2016.

The Applicant advised that she had always paid her rent within the month of it being due; although on some occasions she may have made two instalment payments of rent in the month rather than one.

The Applicant advised that she has resided in Scotland for 13 years. She currently worked as an interpreter and she had previously worked for the police.

The first tenancy agreement was signed on 15 February 2013, she had been looking to move at that time, and she had viewed another property belonging to the Respondent and had paid a holding deposit for that property. She was then advised that the Respondent had another property, the Property and she viewed it the next day. She had agreed to take the Property. The Respondent advised that the holding deposit would be transferred to the Property. She thought she had moved in a couple of days later on 15 February 2013. She signed the tenancy agreement on 15 February 2013.

The Applicant advised that the tenancy renewal agreement was completely blank when she received it; she remembered getting it, signing it a day or two later, and no one was with her. She said that she had signed the agreement in her hall, and then dropped it off to the Respondent. She had left it on the doormat and had had no contact with the Respondent at that time.

She advised that the Respondent's daughter Nicole was not present when the agreement was signed and she was not sure that she had met her at all until the Applicant's child was born.

She advised that 23 September 2016 was a Friday, and a busy day for her, as she ran her business at two markets that day and would have left the house nearly and not been back until late.

At the end of the tenancy in May 2018, the First Respondent had been round to the Property. She had been advised by the First Respondent that if she put all parts back to reflect the condition when she took entry of the property, then I would get the deposit back and a good reference. She said that felt a bit blackmailed and had to do everything that was being asked of her or get a bad reference. She said that she felt unprotected, but what was she going to do.

The Applicant advised that the deposit was never paid back to her.

She said she felt stressed out by all of this and that she has a young child and should be at home with him or, able to go to work and not at the tribunal.

The Applicant advised that she had not read the tenancy renewal agreement and had not been aware that there had been changes made to it, when she signed it.

She stated that she had not seen the letter dated 23 September 2016 addressed to her, confirming the deposit was returned until the First Respondent had submitted the copy of it in her email of 20 September 2018. She stated that this was not her signature on the letter.

The First Respondent then called her witness, Nichole Sommerville. Nichole Sommerville advised that she recalled the night she and her mother the First

Respondent had gone to give the deposit money back to the Applicant. The First respondent, the Applicant and Nichole were all in the kitchen of the Property. She stated that she recalled her mother giving £425 in cash to the Applicant. She stated that the Applicant had signed the paperwork and the First Respondent advised the Applicant to tidy up the house, she said the Applicant referred to having three jobs and her partner, Ross being out of work. She said that she had met the Applicant before that night. She also advised that she had met her after the Applicant had had her baby.

The documents included the one to increase the rent and also, the one to show that the Applicant had been paid her money back. Nichole Sommerville said that she was standing in the kitchen and could see the Applicant signing the documents.

She said she had been around 21 years of age in 2016, she had been helping out with some things in her mother's business, and she did not like her mother going to tenants houses alone as she remembered the estate agent who had been killed. She could not remember if she had been working at this point, or what time of day it was.

Nicole Somerville stated that she saw the Applicant sign the tenancy renewal agreement. She went on to say that she had also signed the renewal agreement in the kitchen that evening, because Ross was not there. She advised that they all signed the tenancy renewal agreement while in the kitchen on 23 September 2016 her mother, the Applicant and herself.

The First Respondent said that the tenancy renewal agreement had not been returned to her in the post and the Applicant had had a couple of days to read it.

The First Respondent advised that she had originally put the holding deposit into a safe. It remained in the safe until the last month, and in this case she gave it back on 23 September 2016, as she said that the Applicant had had trouble with missing the rent payments, she had been struggling to pay rent, and told her that she had 3 jobs and Ross was getting a new job. She advised that the Applicant did pay the rent within the month.

She advised when she went to the Property she also discussed the mess of the house.

She said that she had also given the Applicant a letter advising that if she couldn't manage the increased rent could terminate the lease.

The First Respondent said that they were out of a lot of money in relation to the condition of the property.

The First Respondent said that in 2018 the Applicant would not allow her into the Property, when she had got into the house, she said that the Applicant had hoarded a lot of things.

The First Respondent was asked about her statement to the First CMD regarding why she had returned the deposit, she advised that she was not sure why she had

said this, and she advised that the Applicant had not left any forwarding address in relation to a damages claim she wished to make. The First Respondent was about to seek damages from the Applicant. She advised that there had been sheriff officers at the door for the Applicant.

The First Respondent was asked about the reference in the first Tenancy Agreement to the deposit in the definitions section and also in Section 4 and why it was there if she was not taking a deposit, she advised that the money taken was a holding deposit. She advised it was a wording issue and it should have been reviewed.

She advised that the holding deposit was to be held for the last month's rent and if damage was done to the Property this would be recovered separately.

She stated that she would use the holding deposit to pay the last month's rent, as she had a good relationship with her tenants.

She had been renting out properties for 12/13 years. She had been in business with her husband during that time and currently a lot of the Properties were up for sale. She currently had four properties up for sale and advised that the last two would be up for sale when the tenancies became empty.

She advised that she had rented out six properties.

In relation to the tenancy deposit regulations, she advised that she had heard that there had been new regulations; however she did not provide any further information regarding her knowledge of the regulations. She advised that she has had no emails from the council advising her of the new regime.

She stated that she had not taken deposits for the remaining two properties; and only one property had had a tenancy deposit which had been lodged in a scheme.

The Applicant was asked about the deposit payment receipt dated 15.12.13 entitled "Somerville developments date of entry", and why the holding deposit section had been dated either 15 or 18 February which was on or after the date of rent? She advised that the Applicant had come to view the earlier property and came next day to pay for it. The First Respondent was asked why there was a line through the word "holding", the First Respondent advised that she did not know why there was such a line and thought that it might be photocopier mark.

Nichole Sommerville advised that she she had seen the Applicant signed the document confirming that she had received the money back and that she had been given the money back.

The First Respondent thought that these proceedings coincided with the Respondent advising the Applicant that she was going to court in relation to recovery of the refurbishing costs for the Property.

#### Findings in Fact



The tribunal found the following facts to be established:-

That a tenancy agreement had been created between the parties on 15 February 2013.

The Applicant had paid the Respondent a deposit of £425 on or around 15 February 2013.

The tenancy agreement entered into on 15 February 2013 contained a definition section where the term deposit was defined as being £425; and further the agreement also at clause 4 set out what the deposit was paid for, what it would be used for and how it could be recovered.

That the deposit paid by the Applicant was a deposit as defined in section 120 of the Housing (Scotland) Act 2006. namely, it was a sum of money held as security for the performance of any of the occupants obligations arising under or in connection with a tenancy or an occupancy arrangements; or the discharge of any of the occupants liabilities which so arise.

That the Tenancy Deposit Scheme (Scotland) Regulations 2011 applied to this case.

That the Respondents had not paid the deposit into a regulated scheme in respect of this Property.

That no prescribed information had been given to the Application by the Respondent in respect of the Deposit paid to her.

That the tenancy agreement was renewed on 29 September 2016 when the rent for the Property was increased, and the reference to the deposit was removed from the lease agreement.

That the tenancy renewal agreement was signed by the Applicant on or around 23 September 2016.

That the tenancy for the Property had terminated on 15 May 2018.

That the Respondents had been involved in renting out properties for around 13 years.

That the Respondents had rented out six properties.

That the Respondents were registered landlords.

An application relating in relation to the tenancy deposit regulations was received by the tribunal office on 12 June 2018.

### Reasons for Decision

The Housing (Scotland) Act 2006 at section 120 provides that:-

## **120 Tenancy deposits: preliminary**

(1) A tenancy deposit is a sum of money held as security for—

(a) the performance of any of the occupant's obligations arising under or in connection with a tenancy or an occupancy arrangement, or

(b) the discharge of any of the occupant's liabilities which so arise.

(2) A tenancy deposit scheme is a scheme for safeguarding tenancy deposits paid in connection with the occupation of any living accommodation.

The Tenancy Deposit Schemes (Scotland) Regulations 2011 impose a number of legal requirements in relation to the holding of deposits by landlords for tenants, and relevant to this case are the following regulations:

### **Duties in relation to tenancy deposits**

3.—(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.

(2) The landlord must ensure that any tenancy deposit paid in connection with a relevant tenancy is held by an approved scheme from the date it is first paid to a tenancy deposit scheme under paragraph (1)(a) until it is repaid in accordance with these Regulations following the end of the tenancy.

(3) A “relevant tenancy” for the purposes of paragraphs (1) and (2) means any tenancy or occupancy arrangement— (a) in respect of which the landlord is a relevant person; and (b) by virtue of which a house is occupied by an unconnected person, unless the use of the house is of a type described in section 83(6) (application for registration) of the 2004 Act.

(4) In this regulation, the expressions “relevant person” and “unconnected person” have the meanings conferred by section 83(8) of the 2004 Act.

### **Court orders**

9.—(1) A tenant who has paid a tenancy deposit may apply to the sheriff for an order under regulation 10 where the landlord did not comply with any duty in regulation 3 in respect of that tenancy deposit.

(2) An application under paragraph (1) must be made by summary application and must be made no later than 3 months after the tenancy has ended.

10. If satisfied that the landlord did not comply with any duty in regulation 3 the sheriff—

(a) must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit; and

(b) may, as the sheriff considers appropriate in the circumstances of the application, order the landlord to— (i) pay the tenancy deposit to an approved scheme; or (ii) provide the tenant with the information required under regulation 42.

In this application the tribunal has found that the Applicant paid a deposit to the Respondent in around 15 February 2013 in relation to the obligations and liabilities set out in the tenancy agreement.

The Tribunal considers that the deposit is a deposit as defined in section 120 of the Housing (Scotland) Act 2006.

~~Having regard to the duties set out in regulation 3 of the 2011 regulations the~~  
Respondent having received the deposit were therefore required to lodge the deposit in a regulated scheme within 30 days of receiving the deposit. The Respondent did not comply with that duty. The Respondent was also obliged to ensure that the tenancy deposit was held by an approved scheme from the date it is first paid to a tenancy deposit scheme until it is repaid in accordance with the 2011 regulations following the end of the tenancy. The Respondent did not comply with that duty either. The Respondent also failed to provide the Applicant with the prescribed information as also required by the 2011 regulations.

Having found that there has been a failure to comply with regulation 3 and having found that the application was lodged within 3 months of the tenancy coming to an end; the regulations require that the Tribunal “must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit”.

In this case the tribunal imposes the maximum penalty namely three times the amount of the tenancy deposit.

The reasons for doing are that we consider that the Respondent knew or should have known about the 2011 regulations. The First Respondent gave evidence that she rented out six properties and had been doing so for around 12 to 13 years. They were therefore, experienced landlords. They were also registered landlords.

They had been renting out properties before the introduction of the tenancy deposit scheme in 2011 and we consider it highly unlikely that the Respondents were not aware of these regulations. We also considered it unlikely that she had only found out about the tenancy deposit regulations in September 2016.

We also noted that the First Respondent at the first case management discussion accepted the deposit as a deposit and advised that she had repaid the deposit in 2016 due to finding out about the regulations. Her position was later changed that the deposit was in fact a “holding deposit” and not a deposit.

The Tribunal did not find that this deposit was a holding deposit, given the terms of the tenancy agreement entered into in 2013, which made clear reference to a deposit. We found that the deposit fell within the definition of deposit as set out in the 2006 Act.

The Tribunal considered that the original amended deposit payment receipt dated 15 February 2013 and entitled "Somerville developments date of entry" supported this finding as the word "holding" had been scored through in blue pen leaving only the word "deposit"; it had then been signed by the First Respondent in blue pen in 2013, however the amendments to the sheet apparently made in 2016 were made in black pen. The First Respondent's explanation as to why the word "holding" had been scored out lacked credibility.

The First Respondent was also unable to provide any credible explanation as to why the tenancy agreement set out details about the deposit, if the money held by her, was not a deposit but was something else altogether.

In addition even if the Tribunal accepted the position of the First Respondent that she was not aware of the regulations, ignorance of the law is not an excuse.

The tribunal also found the First Respondent's evidence to be vague and on a number of points we noted that she did not answer the questions asked of her.

Turning to the tenancy renewal agreement, which amended the tenancy agreement by increasing the rent and deleting the reference to the deposit. We consider that if the First Respondent did in fact return the money to the Applicant on 23 September 2016, the deposit at the very least was not deposited in accordance with a regulated scheme between 2013 and 2016.

The tribunal struggled to understand the explanation given by the First Respondent as to why she would return the deposit to the Applicant in 2016, it strikes us rather incredible reasoning, that if a tenant had been struggling to pay rent, that a landlord would return a deposit to that tenant, particularly when in her evidence she also made mention of the property needing to be tidied; it would seem more reasonable to assume that a landlord would want to keep the deposit to address any outstanding rent or damage to the property. The First Respondent's position was at odds with common sense. In addition we note that the First Respondent conceded that the Applicant had not failed to pay her rent but was only late some months when she would made payment of the rent in two instalments.

We note the dispute regarding the repayment of the tenancy deposit and, we consider that there was no evidence given by the First Respondent which put the matter of the repayment of it beyond doubt. There was a receipt letter provided but we note that the Applicant disputed that the letter acknowledging repayment of the deposit had in fact been paid to her. That said however, we have taken in to account that the Applicant agreed that she had signed the tenancy renewal agreement which had amended the reference to the deposit, and this matter had not been raised by her at the time with the First Respondent. The Applicant did however also state that she had not read the agreement assuming it was only changing rent.

The tribunal found that the witness for the First Respondent, Nichole Sommerville lacked credibility. In considering the different versions of the tenancy renewal agreement which were provided to the tribunal, it was clear to us that that the renewal agreement which Nichole Sommerville stated was signed by all parties at the Property on the 23 September 2013, could not have been signed as she

described. This is because the agreement lodged which has Nichole Sommerville's signature contained photocopied signatures of the First Respondent and the Applicant. Accordingly, even if the tribunal were to believe that a meeting had taken place on the 23 September 2016 at the Property as described by Nichole Sommerville, the renewal agreement she referred to had not been signed by all three parties on that date. The tribunal therefore placed very little weight on the other evidence provided by Nichole Sommerville.

The tribunal did not consider that there was any mitigation on behalf of the First Respondent before us which would have justified reducing the award from the maximum sum. On the contrary, we considered that this was an experienced landlord, with a number of properties who should have known about the regulations; who when giving evidence was either vague, would just answer direct questions or alternatively, provided explanations which lacked credibility; and her daughter who appeared as her witness, was demonstrably not credible or reliable.

We found the Applicant to be credible in her evidence.

At the end of the tenancy agreement the Applicant stated that she was advised by the First Respondent to ensure that the Property was left in its original condition or the deposit would not be returned and she would not receive a good reference, we would tend to believe her evidence on this point.

The Tribunal was not however certain what happened to the deposit in 2016, given that the Applicant had signed the renewal agreement without querying the changes to it.

However, the Respondents should have been aware of the requirement to ensure that tenancy deposits are protected and the deposit was not at any time deposited in to a regulated scheme. We consider that there had been a complete disregard for the 2011 regulations by the Respondents.

For the reasons as set out about the Tribunal orders the Respondents to pay the Applicant a sum three times the amount of the deposit namely One Thousand Two Hundred and Seventy Five Pounds (£1275) 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.**

# M Barbour

~~Legal Member/Chair~~

Date

20.11.18