



**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/20/2138

Re: Property at Terracliffe, Auchtertyre, IV40 8EG (“the Property”)

Parties:

**Mrs Yvonne Methaven, 4 Haughhead Cottages, Thornton Estate, Laurencekirk,
AB30 1ED (“the Applicant”)**

**Ms Cathy MJ Wilson, 9 Springfield Avenue, Prestwick, South Ayrshire, KA9
2HA (“the Respondent”)**

Tribunal Members:

Mark Thorley (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment by the Respondent to the
Applicant of the sum of £2500 (Two Thousand Five Hundred Pounds) be made.**

Background

- 1. The applicant applied to the First-tier Tribunal under Rule 103. The applicant set out that there was a breach of the Tenancy Deposit Schemes (Scotland) Regulations 2011 namely Regulation 9 in respect that the landlord failed to deposit the security deposit into a deposit scheme.**
- 2. The applicant lodged along with her application a copy of a letter written by the respondent dated 9 January 2019 setting out that the applicant rented the property together also with a letter requesting return of the deposit dated 15 September 2020 and thereafter various messages sent between the applicant and the respondent.**
- 3. The application was acknowledged by the Tribunal on 3 November 2020. On 16 November 2020 was accepted.**

4. The application was intimated to the respondent by Sheriff Officer on 23 November 2020.

5. No written responses have been received from the respondent.

Case Management Discussion

The case management discussion was conducted by telephone on 5 January 2021.

In attendance on the telephone was the applicant.

There was no appearance by or for the respondent.

Findings in Fact

1. That the parties entered into a lease of the premises at Terracliffe, Auchtertyre IV40 8EG.

2. That the applicant paid to the respondent the sum of £1,000 by way of deposit on or about 8 February 2017.

3. That the tenancy came to an end on 15 July 2020.

4. That the respondent did not place the deposit into a registered deposit scheme.

5. That the tenancy deposit of £1,000 has not been returned to the applicant.

Reasons for decision

There was no dispute that a tenancy existed between the parties for the premises at Terracliffe, Auchtertyre IV40 8EG. The tenancy commenced in or about February 2017. At that time the applicant paid the sum of £1,000 by way of deposit.

The applicant did not have a copy of the Tenancy Agreement but the correspondence entered into between the parties and in particular the correspondence sent by the respondent "To whom it may concern" on 9 January 2019 set out that there was a property and it was rented up until 15 July 2020.

The applicant made her own enquiries regarding whether the deposit was at any stage lodged with a registered deposit scheme. Her enquiries established that it had not been.

There had been some telephone communication between the parties regarding issues surrounding contents of the house following upon the termination of the tenancy. In any event the tenancy deposit had not been placed in a tenancy deposit scheme.

No mitigating circumstances were put forward in relation to why the deposit had not been placed in the deposit scheme.

The Tribunal ordered that the respondent make payment to the applicant of the sum of £2,500.

The deposit had not been returned.

The property itself was a property that had been occupied previously by the respondent and her husband. She may not have let out any previous properties.

The Tribunal came to the view that the appropriate figure was £2,500. The maximum payable was £3,000. This took into account the fact that over a lengthy period of time the deposit was not protected, the deposit had not been returned and the only factor that could be taken into account was that it appeared that the respondent had not previously let any property.

Decision

An order for payment by the respondent to the applicant of the sum of £2,500.

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.

05/01/2021

M. Thorley

Legal Member/Chair

Date