



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

Chamber Ref: FTS/HPC/PR/24/4566

Re: Property at 434 ST GEORGES ROAD, GLASGOW, G3 6JP (“the Property”)

Parties:

MISS MIREIA PASTOR PICO, MISS ADA BIERNACKA, MR ALEXANDER TRAYKOV, 2/2 9 OAKFIELD AVENUE, GLASGOW, G12 8JF; 2/2 20 MCPHATER ST, GLASGOW, G4 0HN; 2/2 9 OAKFIELD AVENUE, GLASGOW, G12 8JF (“the Applicant”)

BINGXIN JIANG, 42 SKIRSA STREET, GLASGOW, G23 5AL (“the Respondent”)

Tribunal Members: Ruth O’Hare, Legal Member, and Ahsan Khan, Ordinary Member

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that there had been no breach of Regulation 3 of the Tenancy Deposit Scheme (Scotland) Regulations 2011 and determined to make no order.

Background

- 1 This is an application under Rule 103 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and Regulation 9 of the Tenancy Deposit Scheme (Scotland) Regulations 2011.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 23 April 2025. The Tribunal gave the parties notification of the CMD in accordance with Rule 17(2) of the 2011 Regulations.

The CMD

- 3 The CMD took place on 23 April 2025. Both the Applicants and the Respondent joined the call. The Respondent was accompanied by her son as a supporter, and to assist her with any translation requirements. Mr Traykov spoke on behalf of the Applicants.

- 4 The Tribunal raised a preliminary issue with the Applicants, namely that it did not appear that the tenancy had in fact begun in this case. The Tribunal highlighted the provisions of Regulation 3 of the 2011 Regulations which placed a duty on the landlord to pay any tenancy deposit received into a scheme within thirty working days of the beginning of the tenancy.
- 5 Mr Traykov confirmed that the deposit had been paid to whom they believed to be the Respondent on 24 July 2024. The proposed move in date was the 1st September 2024. The Applicants had signed a tenancy agreement in which the Respondent was named as landlord. However the Applicants were concerned when they did not receive confirmation that their deposit was in a scheme. They were also concerned that the landlord did not appear to be registered. The Applicants had then decided not to move into the property and the tenancy had not begun.

Findings in Fact

- 6 The Applicants signed a tenancy agreement for the let property on 23 July 2024.
- 7 The Applicants paid a tenancy deposit to whom they believed to be the Respondent on 24 July 2024.
- 8 The Applicants did not move into the property. The tenancy did not begin.

Reasons for Decision

- 9 The Tribunal considered that it could make relevant findings in fact based on the evidence before it at the CMD in order to reach a decision in the absence of a hearing under Rule 18 of the Rules.
- 10 Regulation 9 of the 2011 Regulations entitles a tenant to apply to the Tribunal for an order under Regulation 10 where the landlord did not comply with any duty in Regulation 3 in respect of that tenancy deposit. Regulation 3 of the 2011 Regulations states that *“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.”*
- 11 In this case the tenancy did not in fact begin after the Applicants decided not to move into the property. The thirty working day period for lodging the deposit did not therefore commence. Whilst the Tribunal can understand the reasons for the Applicants’ decision, the Tribunal found there to have been no breach of Regulation 3.
- 12 The Tribunal therefore determined to make no order under Regulation 10 of the 2011 Regulations. The decision of the Tribunal was unanimous.

- 13 It should be noted that the Respondent's position in this case is that she was not in fact the Applicants' landlord, despite being named on the tenancy agreement. The Tribunal did not however require to consider evidence on this point in respect of this application as regardless of the landlord's identity the Tribunal would have found there to have been no breach based on the facts of this case.

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.

Ruth O'Hare

09 May 2025

Legal Member/Chair

Date