



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulation 9 of the Tenancy Deposits (Scotland) Regulations 2011

Chamber Ref: FTS/HPC/PR/25/2652

Re: Property at Ionad Ionad Naiseanta Canain Is Cultair, Sabbal MA Ostaig, Isle of Skye, Highland, IV48 8RQ (“the Property”)

Parties:

Mr Logan Storie, 6 Kingsknowe Terrace, Edinburgh, EH14 2JJ (“the Applicant”)

Sabhal Mor Ostaig, Ionad Naiseanta Canain Is Cultair, Sabhal Mor Ostaig, Isle of Skye, Highland, IV44 8RQ (“the Respondent”)

Tribunal Members:

Mark Thorley (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent make payment to the Applicant of the sum of One Hundred Pounds (£100)

- **Background**

1. The Applicant applied to the Tribunal by application dated 18 June 2025. This is an application in respect of an allegation that the Respondent had failed to make payment of a tenancy deposit into a registered scheme within the 30 working day period.
2. The application was accompanied by a copy of the Tenancy Agreement, together with also written and prescribed information provided regarding the lodging of the tenancy deposit.
3. The application was accepted for determination on 25 June 2025.
4. The application was served by Sheriff Officers on 17 October 2025.

5. The Respondent made written representations on 28 October 2025.
6. The Applicant intimated in advance that he would be unable to attend the teleconference hearing on 25 November.

- **The Case Management Discussion**

1. The Applicant had already indicated he was unable to attend.
2. The facts in the case appear to be accepted. The commencement date of the tenancy was on 1 September 2024. The tenancy deposit in the sum of Two Hundred Pounds (£200) was not paid into a scheme until 23 October 2024. Taking into account the period of 13 working days, the deposit should have been lodged by 12 October 2024. As indicated, it was lodged on 23 October 2024.
3. The deposit had not been returned because there was outstanding rent.
4. This was an administrative error.

- **Findings in Fact**

1. That the parties entered into a Tenancy Agreement for the rental of the Property, which commenced on 1 September 2024.
2. A tenancy deposit in the sum of Two Hundred Pounds (£200) was paid at the commencement of the tenancy.
3. The tenancy deposit was paid into a Tenancy Deposit Scheme on 23 October 2024.
4. The tenancy deposit was due to have been paid into the scheme by 12 October 2024.
5. At the conclusion of the tenancy, on 11 May 2025, the deposit was not returned because there was outstanding rent to be paid.

- **Reasons for Decision**

1. Having decided that the Respondent had failed to comply with the duty under Regulation 3(1) of the 2011 Regulations to pay the tenancy deposit into an approved Tenancy Deposit Scheme within 30 working days of the start of the tenancy, the Tribunal was therefore obliged to make an order requiring the Respondent to make payment to the Applicant, in terms of Regulation 10 of the 2011 Regulations.
2. The Tribunal is required to consider the sum which the Respondent should be ordered to pay to the Applicant, which could be any amount up to three times the amount of the tenancy deposit. The amount of any order is the subject of

judicial discretion after careful consideration of the circumstances of the case, as per the decision of the Inner House of the Court of Session in the case of *Tenzin v Russell* 2015 Hous.LR.11.

3. In considering the appropriate level of Payment Order to be made in the circumstances, the Tribunal considered the need to proceed in a manner which is fair, proportionate and just, having regard to the seriousness of the breach (*Sheriff Welsh in Jenson v Fappiano* 2015 GWD4-89).
 4. The Tribunal noted the view expressed by Sheriff Ross in *Rollet v Mackie* ([2019] UT45) that the level of penalty should reflect the level of culpability involved. As Sheriff Ross noted at paragraph 13 of his decision: “The admission of failure tends to lessen the fault: A denial would increase culpability.”
 5. In this case, the Respondent has accepted fault.
 6. The Tribunal considered the factors to be considered, as set out in *Rollet v Mackie*. The tenancy deposit was due to be paid into an approved scheme by 12 October 2024. It was paid in on 23 October 2024. The tenancy came to an end on 11 May 2025. There was accordingly a short period when the tenancy was not protected. In addition to that, the Respondent of course is a public body.
 7. At the end of the tenancy, and because the Applicant was due rent, the deposit was not repaid but was taken into account in terms of the outstanding rent due.
 8. This accordingly was a case at the very much lower end of the scale of cases. The Tribunal determined that an order for One Hundred Pounds (£100), one-half of the amount of the tenancy deposit paid, would be fair, proportionate and just, having regard to the seriousness of the breach.
- Decision
1. The Tribunal determined that the Respondent has failed to comply with the duty in terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 to pay a tenancy deposit to the scheme administrator of an approved scheme within the prescribed timescale. The Tribunal therefore makes an order requiring the Respondent to pay to the Applicant the sum of One Hundred Pounds (£100).

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.Thorley

25 November 2025

Legal Member/Chair

Date