



**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 (“the 2011 Regulations”)**

**Chamber Ref: FTS/HPC/PR/25/4355**

**Re: Property at 2/10, 23 Blackfriars Street, Glasgow, G1 1BL (“the Property”)**

**Parties:**

**Mr Ewan Williamson Speight, 0/2, 62 Kelvinhaugh Street, Glasgow, G3 8PW; and Miss Abbie Alexandra Manfre, 31 Northbrae Drive, Bishopston, PA7 5BF (“the Applicant”)**

**Mr Roy Allport, Ms Linda Curr, D&P Property Limited, 19 Dalkeith Avenue, Glasgow, G41 5BL (“the Respondent”)**

**Tribunal Members:**

**Elaine Paton (Legal Member)**

**Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent had breached Regulation 3 of the Tenancy Deposit Scheme (Scotland) Regulations 2011 (“the 2011 Regulations”). The Tribunal therefore determined to make an order for payment in the sum TWO THOUSAND NINE HUNDRED AND EIGHTY-FIVE POUNDS (£2,985) Sterling under Regulation 10.

**Background**

1. The Applicant applied to the Tribunal for a payment order 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 2011 Regulations. The Applicant sought a sanction against the Respondent as a result of their failure to lodge timeously the Applicant’s tenancy deposit with an approved tenancy deposit scheme.
2. The application was referred to a case management discussion (“CMD”) to take place by teleconference on 19 March 2026. Notification of the CMD was

given to the parties in terms of Rule 17(2) of the Rules. Said notification was served upon the Respondent by Sheriff Officers on 04 February 2026

3. Both parties were invited to make written representations in advance of the CMD. The Respondents authorised their letting agent O'Neill Property, Glasgow ("O'Neill Property") to represent them in relation to the application and CMD. O'Neill Property lodged the relative authorisation correspondences in their favour with the First-tier Tribunal on 20 February 2026 and submitted an outline response.

### **The CMD**

4. The CMD took place on 19 March 2026 at 2pm by teleconference. Both Applicants were present. The Respondent was not present however they were represented by Ms Watson of O'Neill Property. Ms Watson's colleague Ms Johnson was present with her, but did not participate.
5. The Tribunal had the following documents before it:- (1) Form G application form dated 05 October 2025; (2) copy Private residential tenancy agreement regarding the Property; (3) Email correspondence between the Applicant and the O'Neill Property dated 02 July 2025 regarding the agreed end date of the tenancy; and (4) Email dated 21 August 2025 to the Applicant Mr Speight from the approved safety deposit scheme, namely Safe Deposits Scotland, confirming that the Applicant's deposit was protected with them but had been deposited outside the requisite 30 working day period for lodging same.
6. The Tribunal explained the purpose of the CMD and asked the Applicant to present their submissions on the application, before Ms Watson, on behalf of the Respondent, then presented her submission in response. For the avoidance of doubt the following constitutes a summary of the key elements of the discussion and is not a verbatim account of the proceedings.
7. The Applicants confirmed they wished the Tribunal to order a sanction against the Respondent as a result of the Respondent's failure to lodge their deposit with Safe Deposit Scotland within 30 working days of the commencement of their tenancy on 03 September 2024. They learned about the Respondent's failure from a communication received from Safe Deposit Scotland. The Applicant stated it had taken some six months for their deposit to be lodged, that having occurred on 19 March 2025 and they were seeking the maximum sanction of three times their £1,492.50 deposit. The Applicant provided the requisite notice by email to O'Neill Property stating they would be moving out of the Property on 30 July 2025. The Applicant's notice was acknowledged by O'Neill Property with the end date of the tenancy confirmed to be 30 July 2025. The Applicant moved out of the Property on 30 July 2025. The Applicant stated that prior to acceptance of their application by the First-tier Tribunal it had been necessary for them to adjust the content as it had been highlighted to them that the owner of the Property and the registered landlord details did not match the information in their Form G application. They had emailed O'Neill Property to request why 'Roy Allport and Linda Curr' were listed as their landlords in their tenancy agreement but a company 'D & P

Property Ltd' was registered as the owner and landlord of the Property; on what basis Roy Allport and Linda Curr were operating as their landlord; and that they wished the agent to provide them with their residential addresses. That email was sent to O'Neill Property on 23 October 2025. O'Neill Property had not provided the residential addresses as requested. The Applicants had been left in a position of having to source their landlords' residential address(es) themselves. They had sourced the residential address via government website information. In response to the Tribunal the Applicant explained they had received return of their deposit earlier this year, under deduction of a 'cleaning fee' of £435. The Applicants stated that there was a contradictory statement regarding the cleaning expense in other correspondence from O'Neill Property.

8. Ms Watson stated the position on behalf of the Respondent was essentially as O'Neill Property outlined in their email dated 20 February 2026 to the First-tier Tribunal. Ms Watson had been absent from O'Neill Property on sick leave for approximately six months, only returning to work a short time after the Applicant moved into the Property on 03 September 2024. A temporary member of staff had been employed during her absence and that individual had left without notice or explanation. Working practices had suffered over a number of months and the Applicant's file had been misplaced. Once finally located, found within an archive cabinet, the file relative to the Applicant's tenancy was reviewed by Ms Watson and it was noted the deposit had not been lodged with the tenancy deposit scheme holder. Remedial action was taken immediately. The Applicant's deposit was lodged with Safe Deposit Scotland on 19 March 2025. In response to the Tribunal regarding the email of 20 February 2026, specifically on O'Neill Property's assertion on the condition of the Property at the time the Applicant left, Ms Watson stated amongst other things that a sofa bed had been damaged, the property was filthy, and a window had been broken. Ms Watson confirmed the tenants' tenancy ended 30 July 2025. In response to the Tribunal, Ms Watson stated there was an obligation for O'Neill Property to provide the landlords' address information if requested by the Applicants. On reviewing her email exchange with Applicant Mr Speight regarding the Applicant's request for clarification of the basis on which Roy Allport and Linda Curr were operating as their landlord in terms of the tenancy agreement, Ms Watson stated she had replied that Mr Allport and Ms Curr were owners of D & P Property Ltd however she had not appreciated there was also a request for the residential addresses, stating she had mistakenly assumed the Applicant was already aware of that information as there was mention of the company in their correspondence. Ms Watson apologised for this oversight. In response to the Tribunal, Ms Watson acknowledged that despite it being incumbent upon landlords to ensure compliance with their statutory obligations Mr Allport's authority correspondence stated he was unaware of the circumstances of the application, O'Neill Property manage their properties and were authorised by him and the company D & P Property Ltd to represent them. Ms Watson stated the Respondents are property portfolio holders.
9. The Tribunal asked the Applicant for any comment they wished to make regarding the position as stated by Ms Watson. Applicant Ms Manfre stated

there was an acknowledgement in relation to a broken window however the condition of the Property when the Applicant had moved in had been poor and they had had to instruct a professional cleansing company to clean it before living there. The Tribunal gave all participating in the hearing a final opportunity to make any additional points or comment before making closing remarks.

## Relevant Law

10. The relevant law is contained within the Housing (Scotland) Act 2006 and the Tenancy Deposit Scheme (Scotland) Regulations 2011. Section 120 of the 2006 Act provides as follows:-

*“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.*

11. The 2011 Regulations provide as follows:-

*“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.*

*(1A) Paragraph (1) does not apply—(a) where the tenancy comes to an end by virtue of section 48 or 50 of the Private Housing (Tenancies) (Scotland) Act 2016, and (b) the full amount of the tenancy deposit received by the landlord is returned to the tenant by the landlord, within 30 working days of the beginning of the tenancy*

*(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.”*

*“9—(1) A tenant who has paid a tenancy deposit may apply to the First-tier 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.*

*(2) An application under paragraph (1) 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 First-tier Tribunal—*

*(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 First-tier Tribunal 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.”*

## **Findings in Fact**

12. The parties entered into a tenancy agreement in respect of the Property, which commenced on 03 September 2024.
13. The tenancy was a private residential tenancy under section 1 of the Private Housing (Tenancies) (Scotland) Act 2016. The tenancy is a relevant tenancy for the purpose of Regulation 3 of the 2011 Regulations.
14. On or around 03 September 2024 the Applicant paid a tenancy deposit of £1,492.50 to the Respondent’s agent O’Neill Property.
15. In terms of Clause 11 of the aforementioned tenancy agreement the Respondent undertook to lodge any deposit received with a tenancy deposit scheme within 30 days of the start date of the tenancy.
16. In terms of Regulation 3(a) and (b) of the 2011 Regulations the deposit should have been lodged with a scheme within 30 working days of 03 September 2025, and the relative information provided to the Applicant under Regulation 42.
17. The Applicant’s deposit was paid into a tenancy deposit scheme on 19 March 2025.
18. The Applicant’s tenancy ended on 30 July 2025.
19. The Applicant’s tenancy deposit was returned to them in January 2026, under deduction of £435 attributable to a ‘cleaning fee’. The Applicant received return of £1,057.50.

## **Reasons for Decision**

20. The Tribunal considered it could make relevant findings in fact in order to make a decision on the application, having considered the documents before it and the submissions from the Applicant and from Ms Watson of O’Neill Property, on behalf of the Respondent, at the CMD, and in the absence of a hearing under Rule 18 of the Rules. The Tribunal determined that there were no substantive facts in dispute that would require a hearing to be fixed, and that proceeding to a decision following the CMD would be in accordance with

the Tribunal's overriding objective under Rule 2 of the Rules to avoid delay so far as compatible with proper consideration of the issues.

21. The Tribunal was satisfied that the tenancy between the parties was a relevant tenancy for the purpose of Regulation 3(3) of the 2011 Regulations. The Regulations specify clear duties, which are incumbent on landlords in relation to tenancy deposits. Regulation 3 requires a landlord to pay any deposit received in relation to a relevant tenancy to an approved tenancy deposit scheme within thirty working days of the beginning of the tenancy and provide information to the tenant regarding the deposit. The deposit must then be held by the scheme until it can be repaid in accordance with the requirements of the Regulations following the end of the tenancy.
22. In terms of Regulation 3 of the 2011 Regulations, the Respondent in this case required to pay the deposit over to a deposit scheme no later than 15 October 2024. The deposit had been lodged on 19 March 2025, therefore had not timeously been lodged with an approved tenancy deposit scheme. The Tribunal therefore found the Respondent to be in breach of Regulation 3.
23. Regulation 10 states that in the event of a failure to comply, the Tribunal must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit. Accordingly, having been satisfied that the Respondents failed to comply, the Tribunal then had to consider what sanction to impose having regard to the particular facts and circumstances of the case. The application of the sanction must seek to act as a penalty to landlords and ensure compliance with their statutory duties in relation to tenancy deposits.
24. The Tribunal had regard to the decision of Sheriff Cruickshank in *Ahmed v Russell (UTS/AP/22/0021)* which provides helpful guidance on the assessment of an appropriate sanction. In doing so the Tribunal must identify the relevant factors, both aggravating and mitigating, and apply weight to same in reaching its decision. The Tribunal is then entitled to assess a fair and proportionate sanction to be anywhere between £1 and three times the sum of the deposit, which in this case is £4,477.50.

As per Sheriff Cruickshank at paragraph 39 of his decision in *Ahmed*:  
*"The sanction which is imposed is to mark the gravity of the breach which has occurred. The purpose of the sanction is not to compensate the tenant. The level of sanction should reflect the level of overall culpability in each case measured against the nature and extent of the breach of the 2011 Regulations."*

25. The Tribunal considered the aggravating factors in this case. The failure to lodge the Applicant's deposit timeously is a failure on the part of the Respondent. The Respondent is responsible for ensuring they comply with their statutory obligations. The Respondent cannot deflect from those obligations. The actions or omissions of an agent when acting for their principal may impact upon that principal. That situation has arisen in relation to this application. The business operations of their landlords' letting agents is

of no concern to the Applicant. The Applicant was without the benefit of their deposit protected within a statutory scheme for a period equivalent to approximately half the period of their occupation of the Property under the tenancy agreement. The Respondent's agent did not provide the Respondent's residential addresses when these were requested by the Applicant, despite an obligation upon them to do so. There is a strict time constraint regarding application to the First-tier Tribunal under the Tenancy Deposit Schemes (Scotland) Regulations 2011 and there was a risk of the Applicant's application falling to be submitted outside of that time period.

26. The Tribunal went on to consider whether there were any mitigating factors in this case. The Respondent's agent O'Neill Property had admitted there was a failure to lodge the Applicant's deposit timeously. At the CMD Ms Watson was candid in her presentation of the circumstances and difficulties that had occurred in her workplace at the time the Applicant entered into their tenancy and in the subsequent months. There was recognition that the arrangements in relation to the Property and the Applicant's tenancy had fallen short of the company's usual standards. Ms Watson apologised for her oversight in relation to her email exchange with the Applicant regarding their request for clarification on the status of their landlords as individuals and the registered landlord company and to be provided with the residential addresses of the Respondent. The Applicant had received return of more than two thirds of their deposit despite comment by Ms Watson on the condition of furniture and cleanliness of the Property at the end of the Applicant's tenure, albeit the Applicant had commented upon the condition and cleanliness of the Property at the commencement of the tenancy. Whilst the explanation and apology from Ms Watson was welcome these do not detract from the fact that O'Neill Property is an agent for their principal, the Respondent and landlord. The Respondent failed in their obligation to protect their tenants' deposit for essentially half the period of their tenure in the Property notwithstanding the Applicant had to be put to the inconvenience of obtaining the Respondent's residential addresses through their own inquiry when the time limit for their application regarding sanction was close to expiry. The time constraint for such an application is a matter that will be familiar to a letting agent or property management company handling private residential tenancies.
27. Accordingly, having weighed the aggravating and mitigating factors in this case the Tribunal considered that the level of culpability was significant, when measured against the nature and extent of the breach. Accordingly, the Tribunal determined that a fair and proportionate sanction in this case would be two times the deposit sum, therefore a sanction of £2,985.

## **Decision**

28. The Tribunal therefore made an order for payment in the sum of £2,895.

## **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.**

**Elaine Paton, Legal Member**

**19 March 2026**