

Housing and Property Chamber

First-tier Tribunal for Scotland



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulations 9 and 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the 2011 Regulations”)

Chamber Ref: FTS/HPC/PR/25/4708

Re: Property at Apartment 19, Riverside Quay 1, Forthside Way, Riverside, Stirling, FK8 1HZ (“the Property”)

Parties:

Ms Julia OConnor, 617 North Drive, Thornton-Cleveleys, FY5 2QA (“the Applicant”) and

UK PBSA (Forthside Way Stirling) Student Limited, Kintyre House, 205 West George Street, Glasgow, G2 2LW (“the Respondent”)

Tribunal Member: G McWilliams (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £300.00, in terms of Regulation 10 (a) of the 2011 Regulations, should be made.

Background

1. This Application, dated 3rd November 2025, was brought in terms of Rule 103 (Application for order of payment where Landlord has not paid the deposit into an approved scheme) of The First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the 2017 Rules”).
2. The Applicant, Ms O’Connor, entered into a tenancy agreement with the Respondent, UK PBSA (Forthside Way Stirling) Student Limited “UK PBSA”, which commenced on 3rd May 2025. She paid a deposit to UK PBSA, of £150.00, on 30th April 2025. The tenancy agreement ended on 29th August 2025 when Ms O’Connor left the Property. In their email to Ms O’Connor, dated 30th September 2025, UK PBSA accepted that they had not lodged the deposit monies in a tenancy deposit scheme. They subsequently repaid the deposit sum, of £150.00, to Ms O’Connor.

Case Management Discussion on 28th April 2026

3. A Case Management Discussion (“CMD”) proceeded by remote tele-conference call at 2.00pm on 28th April 2026. Ms O’Connor attended. No one from UK PBSA attended and they were not represented. The Tribunal noted that Sheriff Officers had served copies of Application papers, with details of today’s CMD, on UK PBSA, in the hands of their employee, N Miller, on 12th March 2026.
4. Ms O’Connor referred to her Application papers and stated that she wished the Tribunal to make an order for payment to her as her deposit monies were not protected. She said that UK PBSA’s non-attendance at today’s CMD was consistent with their previous actions. She stated that they had not attended at her “moving out meeting” on 28th August 2025 and only corresponded with her regarding her deposit when she raised this issue with them.

Decision and Reasons

5. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”) provides that the Tribunal may do anything at a CMD which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all of the information and documentation it required and that it would determine the Application.
6. The Application was brought timeously in terms of Regulation 9(2) of the 2011 Regulations.
7. Regulation 3 of the 2011 Regulations (which came into force on 7th March 2011) provides as follows:

“(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.”
8. Ms O’Connor paid her deposit monies, of £150.00, to UK PBSA on 30th April 2025. Her deposit monies were repaid to her after she entered into correspondence with UK PBSA in September 2025. In that correspondence UK PBSA accepted that they had not lodged the deposit monies in a tenancy deposit scheme.
9. Regulation 10 of the 2011 Regulations provides as follows:

“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.”

10. The Tribunal was satisfied that UK PBSA did not comply with their duty under Regulation 3 of the 2011 Regulations. UK PBSA stated this in their e-mail sent to Ms O'Connor on 30th September 2025. Accordingly, the Tribunal found that UK PBSA did not comply with their obligation to lodge deposit monies in an approved tenancy deposit scheme. Therefore, the Tribunal had to decide on the amount to be paid to Ms O'Connor by UK PBSA, as a sanction for their non-lodging of her deposit monies, being an amount not exceeding three times the amount of her deposit monies of £150.00, in terms of Regulation 10 of those Regulations.
11. In the case of *Jenson v Fappiano* 2015 G.W.D 4-89, Sheriff Welsh, in relation to Regulation 10 of the 2011 Regulations, was of the opinion that there had to be a judicial analysis of the nature of the non-compliance in the circumstances of the case and a value attached to reflect a sanction which was fair, proportionate and just given those circumstances. Sheriff Welsh was of the opinion that, when determining the sanction value, the starting point was not the maximum award to be discounted by mitigating factors. He considered that this would be inconsistent with the exercise of balanced, judicial discretion.
12. In the case of *Tenzin v Russell* 2015 Hous. L. R. 11, the Court of Session reiterated that the amount of any payment in terms of Regulation 10(a) of the 2011 Regulations is the subject of judicial discretion after careful consideration of the circumstances of the case.
13. The Tribunal considered all of the available Application papers, and the submissions made by Ms O'Connor at the CMD, in determining a fair, proportionate and just sanction. Ms O'Connor's deposit monies, of £150.00 were not protected for the duration of her tenancy agreement of around 4 months. Ms O'Connor was then repaid her deposit after she entered into correspondence with UK PBSA in September 2025. UK PBSA, in their e-mail to Ms O'Connor dated 30th September 2025, stated that as Ms O'Connor was a "tenancy take over" her deposit "was never processed over to tenancy deposit Scotland". UK PBSA have not submitted any written representations to the Tribunal or attended at today's CMD to state any other reason/s for their failure to protect Ms O'Connor's deposit monies in a scheme. Ms O'Connor's was entitled to expect that her deposit monies would be protected within 30 working days of the date of commencement of the tenancy on 3rd May 2025, in terms of the 2011 Regulations. This was not done. The Tribunal is obliged to impose a sanction, and in all the circumstances of this case, consider that a sanction in the amount of two times the deposit sum is fair and proportionate. This payment, of £300.00, will provide compensation to Ms O'Connor for the non-protection of her deposit monies during the period of 4 months of her tenancy. The Tribunal find, in the circumstances, that the obligation to pay Ms O'Connor £300.00 also imposes an appropriate sanction on UK PBSA for their breach of the 2011 Regulations.

14. Accordingly, the Tribunal have determined that an order for payment by UK PBSA to Ms O'Connor, of the sum of £300.00, in terms of Regulation 10(a) of the 2011 Regulations, should be made.

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.

Gerald McWilliams

Tribunal Legal Member

Date of Issue of Decision: 28 April 2026