



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

**Chamber Ref: FTS/HPC/PR/25/4323**

**Property at Room 515, The Point, Schoolhill, Aberdeen, AB10 1BZ (“the Property”)**

**Parties:**

**Ms Marcie Stevenson, Flat F, 37 Holburn Street, Aberdeen, AB10 6BS (“the Applicant”)**

**Dandara Living Triple Kirks GP LTD, The Point, Schoolhill, Aberdeen, AB10 1BT (“the Respondent”)**

**Tribunal Members:**

**Josephine Bonnar (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 £150 should be granted in favour of the Applicant.**

**Background**

1. The Applicant seeks a payment order in relation to a failure by the Respondent to comply with the Regulations. A tenancy agreement, letter from Letting Protection service and evidence of the date that the tenancy ended were all lodged with the application.
2. A copy of the application was served on the Respondent, and both parties were notified that a case management discussion (“CMD”) would take place on 1 April 2026. Prior to the CMD, the Respondent lodged written submissions. These stated that the Respondent accepted that the deposit had been lodged late, due to human error. The CMD took place on 1 April 2026. The Respondent was represented but the Applicant did not join the conference call. She was

contacted by the Tribunal clerk and joined the call late. She said that she had not received notification of the date of the CMD. At her request, the CMD was adjourned to another date as she was not prepared or in a position to proceed.

3. A further CMD took place on 3 June 2026 at 10am. The Applicant participated. The Respondent was represented by Ms Valiukaite and Mr Crockett.

### **Summary of discussion at CMD**

4. The Legal Member noted that there are two alleged breaches of the Regulations. Firstly, the deposit had been lodged late with LPS. Secondly, the Respondent had not provided the Applicant with the prescribed information required in terms of Regulation 42. The Legal Member also noted that the following facts are not disputed: -
  - (a) The tenancy started on 31 July 24 and ended on 30 August 2025.
  - (b) A deposit of £620 was paid by the Applicant to the Respondent at the start of the tenancy
  - (c) The deposit was not lodged in an approved scheme until 9 October 2024.
  - (d) The deposit was repaid in full to the Applicant at the end of the tenancy.
5. The Applicant told the Legal Member that the breaches of the Regulations caused a great deal of time and inconvenience. She did not know where the deposit was and called the Respondent several times to ask about it. They did not call back. She then checked her tenancy agreement which mentioned LPS, and she was able to locate it. As a result, there was a delay in the deposit being repaid. The Applicant said that she did not get the deposit back until the end of the year. She received the full deposit although initially the Respondent requested a deduction for cleaning costs. When she disputed this, they withdrew the claim. In response to a question from the Legal Member, the Applicant said that LPS told her they had sent her details about her deposit. She assumes it went into her spam folder as she didn't see it and could not find it when she looked. She has no recollection of receiving the prescribed information from the Respondent. She searched her spam and junk folders for the information but could not find it. She made at least 5 phone calls to the Respondent, but no one called her back with the information she needed.
6. The Respondent's representatives told the Legal Member that their head office in Manchester deals with the tenancy deposits. They accept that the deposit in this case was lodged late. The Respondent has 342 units for students over 8 sites. There were a lot of tenancies starting and ending at the relevant time and, due to human error, there was a delay. In relation to the prescribed information, Ms Valiukate said that she had checked their system which appears to show that an email was sent to the Applicant with the information. However, she had been unable to access the email and would have to ask their IT department. In

relation to repayment, the representatives said that at the end of September/beginning of October 2025 they had submitted a claim for £40 for cleaning. When this was disputed, they decided to withdraw the claim and the whole deposit was repaid. The system indicates that £580 was repaid on 14 November and the remainder on 28 November. Ms Valiukaite said that she could not comment on the unreturned phone calls. There are reception staff who answer the phones, but they usually pass on the messages as it is not in the Respondent's interests to fail to deal with enquiries. There were no emails.

7. The Legal Member advised the parties that the Respondent would be given the opportunity to locate and provide the email with the prescribed information. The Applicant would then have the opportunity to consider it and comment. A decision would then be made on the application.

### **Further procedure**

8. On 8 June 2026, the Respondent notified the Tribunal that they were unable to provide evidence that they had sent the Applicant the prescribed information and the Tribunal should proceed to make a decision without it.

### **Findings in Fact**

9. The Applicant is the former tenant of the property.
10. The Respondent is the owner and landlord of the property.
11. The tenancy started on 31 July 2024 and ended on 30 August 2025.
12. At the start of the tenancy the Applicant paid a deposit of £620.
13. The deposit was not lodged in an approved scheme until 9 October 2025.
14. The Respondent failed to issue the Applicant with prescribed information about her deposit.
15. The Applicant received the whole deposit back from the approved scheme in November 2025.

### **Reasons for Decision**

16. Regulation 3 of the 2011 Regulations states –
  - (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.

17. Regulation 9 of the 2011 Regulations states that (i) 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

18. Regulation 10 of the 2011 Regulations stipulates that if the Tribunal is satisfied that the landlord did not comply with a duty in terms of regulation 3, it “**(a) must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit.**”

19. The Legal Member notes that the essential facts are not in dispute and is satisfied that a decision can be made on the application without further procedure or a hearing.

20. From the documents lodged with the application, the parties’ written submissions, and the information provided by both parties at the CMD, the Legal Member is satisfied that the Applicant paid a deposit of £620 at the start of the tenancy. The tenancy stated on 31 July 2024. The deadline for the lodging of the deposit was 11 September 2025. The funds were not received by LPS until 9 October 2024. Accordingly, the deposit was lodged 20 working days (or just over a month) late. The Applicant has therefore established that the Respondent failed to comply with Regulation 3(1)(a) of the 2011 Regulations.

21. It is not clear from the Respondent’s submission made after the CMD whether they accept that the prescribed information was not sent or if they are just unable to provide evidence. The Applicant told the Legal Member that she does not recall seeing an email from the Respondent. She said that she checked her email (including spam and junk folders) without success. Based on the available information and evidence the only conclusion that can be reached is that the information was not sent.

22. In terms of Regulation 10, an award **must** be made where there has been a failure by a landlord to comply with the Regulations. In assessing the award, the Legal Member had regard to the following factors: -

(a) The deposit was lodged with LPS only a few weeks after the deadline.

- (b) The Respondent withdrew their claim against the deposit, and the Applicant received the whole sum back, albeit not until November 2025.
- (c) The Respondent is a commercial landlord with considerable experience. It is not an excuse that they were busy because it was the changeover period. They ought to have procedures in place to ensure that legal obligations are met. However, there is no evidence to suggest that the late lodging was deliberate or that it was not due to human error or oversight.
- (d) The Applicant does not appear to have sustained any financial loss or inconvenience as a result of the late lodging of the deposit. She was unaware that it had not been lodged on time until the end of the tenancy.
- (e) The failure by the Respondent to provide the prescribed information has had a more significant impact on the Applicant. Usually, it would have had little effect as the schemes also write to tenants with the information they require. In this case, that communication was either not received, was overlooked or went into a spam or junk folder. In the absence of a communication from either the scheme or the Respondent, the Applicant was unable to apply to get her deposit back immediately. Her efforts to get the necessary information from the Respondent were unsuccessful. The Legal Member accepted her submission that calls were not returned – the Respondent concedes that they are a busy organisation with many properties. The absence of information caused a delay in the deposit being returned. It seems likely that the Applicant would have secured the return of the deposit within a few weeks, rather than three months, had the information been sent.

**23.** In the case of *Rollett v Mackie* (2019 UT 45), the Upper Tribunal refused the appeal by the Applicant who argued that the maximum penalty ought to have been imposed. Sheriff Ross commented that the “level of penalty requires to reflect the level of culpability” and that “the finding that the breach was not intentional...tends to lessen culpability” (13). He goes on to say, “Cases at the most serious end of the scale might involve repeated breaches against a number of tenants, fraudulent intention, deliberate or reckless failure to observe responsibilities, denial of fault, very high financial sums involved, actual losses caused to the tenant.”

**24.** In the present case, none of the aggravating factors listed by Sheriff Ross have been established. In the circumstances, an award at the higher end of the scale is not warranted. Having regard to the factors outlined in paragraph 22, the Legal Member is satisfied that an award at the lower end of the scale is appropriate and that the penalty should be £150.

## **Decision**

**25.** The Tribunal determines that an order for payment of the sum of £150 should be made in favour of the Applicant.

## **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.**

# **J. Bonnar**

**Legal Member**

**21 June 2026**