

**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**

Chamber Ref: FTS/HPC/PR/26/1805

Re: Property at 50 Aurs Glen, Barrhead, G78 2LJ (“the Property”)

Parties:

**Rehana Hamid and Mr Hamid Mahmood, 57 South Park Drive, Ilford, Essex, IG3
9AA (“the Applicants”)**

**Asima Hussain, 75 Capelrig Road, Newton Mearns, Glasgow, G77 6UF (“the
Respondent”)**

Tribunal Members:

Lauren Rae (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that:**

- (i) The Respondent did not comply with the duty in terms of Regulation 3(b) of the Tenancy Deposit Scheme (Scotland) Regulations 2011 (“2011 Regulations) to provide the Applicant with information prescribed in Regulation 42 of the 2011 Regulations within 30 days of the tenancy beginning.**
- (ii) Order the Respondent to pay to the Applicants the sum of FIFTY POUNDS STERLING (£50.00).**

Background

- 1. By application dated 23 April 2026, the Applicants sought an order under Rule 103 of the First-tier Tribunal for Scotland Housing and Property Chamber (Rules of Procedure) Regulations 2017 (“2017 Rules”) and Regulations 9 and 10 of the 2011 Regulations.**

2. The application was accepted for determination by the Tribunal on 30 April 2026.
3. A case management discussion ("CMD") was assigned for 10 August 2026 at 2pm. Mrs Rehana Hamid appeared on her behalf and on behalf of Mr Mahmood. Mrs Asima Hussain appeared on her own behalf accompanied by her daughter.
4. The tribunal explained the purpose of the CMD and the powers available to the tribunal to make a decision.

Case Management Discussion

5. Mrs Hamid invited the tribunal to make an order for payment against the Respondent for failure to provide prescribed information in relation to her tenancy deposit. She accepted that the deposit had been paid to an approved provider within the 30-day working period provided for in the 2011 Regulations. She stated that she had not receive any information regarding her deposit from the Respondent's letting agent until she emailed them on 18 December 2025. The letting agent responded on 19 December 2025 providing a copy of a certificate from Safe Deposit Scotland. She also received a telephone call from the letting agent apologising for the delay in providing the information to her. The Applicant could point to no negative impact upon her or Mr Mahmood for the delay in receiving the prescribed information.
6. The Respondent did not demur that the Applicants had not received the prescribed information. The Respondent has full time caring responsibilities and relied upon her letting agent to deal with the Applicants' deposit. The Respondent has since changed her letting agent.

Findings in Fact

1. The parties entered into a private residential tenancy agreement which commenced on 14 August 2025.
2. The Applicants paid a deposit of £2,250.
3. The Applicants' deposit was paid to an approved deposit scheme provider and became protected on 18 August 2025.
4. The Applicants received the prescribed information in terms of Regulation 42 of the 2011 Regulations on 19 December 2025, out with the 30-working day provided for in Regulation 3.
5. The Respondent's former letting agent, MQ Estates, failed to provide the Applicants with the prescribed deposit information.
6. The parties' tenancy agreement came to an end on 13 February 2026.

7. The Applicants' deposit was returned in full (£2,250)
8. The Applicants application to the First-tier Tribunal was made within 3 months of the tenancy ending.

Reasons for Decision

9. Regulation 3 of the 2011 Regulations provides *inter alia*:

"(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."

10. Regulation 9 of the 2011 Regulations provides *inter alia*:

"(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."

11. Regulation 10 of the 2011 Regulations provides *inter alia*:

"If satisfied that the landlord did not comply with any duty in regulation 3 the [First-tier Tribunal]¹ —

(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 deposit into an approved scheme; or

(ii) provide the tenant with the information required under Regulation 42."

12. The Respondent failed to provide the Applicants with the information required under Regulation 42.
13. The present application has been made timeously in terms of Regulation 9. The Tribunal is therefore required to make an order for payment in terms of Regulation 10. The only matter to be determined by the Tribunal is the amount of the sanction.

14. The legal test to be applied in determining an appropriate level of sanction is set out in **Jenson v Fappiano 2015 GWD 04-89** and subsequent case law. Those authorities are reviewed by Sheriff Cruickshank in **Ahmed v Russell 2023 SLT (Tr 33)**. He states at para [38] that:-

“Previous cases have referenced various mitigating or aggravating factors which may be considered relevant. It would be impossible to ascribe an exhaustive list. Cases are fact specific and must be determined on such factors as may be present.”

15. At para [39] he states that:-

“The sanction which is imposed is to mark the gravity of the breach which has occurred. The purpose is not to compensate the tenant”.

16. The amount awarded should represent a “fair and proportionate sanction when all relevant factors have been appropriately balanced.” para [44].

17. The Tribunal also had regard to the decision of the Upper Tribunal in **Rollett v Mackie [2019] UT 45** in which Sheriff Ross states at para [13]:-

“In assessing the level of a penalty charge, the question is one of culpability and the level of culpability requires to reflect that culpability... The finding that a breach was not intentional is...rational on the facts and tends to lessen culpability”

18. At paragraph [14], he goes on:-

“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 or other hypotheticals”.

19. The cases cited all refer to claims where the tenancy deposit was not lodged timeously with an approved deposit scheme. The present case can be distinguished in that it concerns the failure to provide the prescribed information. Nevertheless, the Tribunal considers it appropriate, in assessing the level of culpability to consider any aggravating and mitigating factors to reach a “fair and proportionate sanction”.

20. There is very little, if anything, in terms of aggravating factors. In terms of mitigation, the Respondent relied upon their letting agent to provide the prescribed information to the Applicants. The integrity of the Applicants’ deposit was protected and lodged timeously with an approved deposit scheme provider. the Applicants could point to no negative impact upon them for the Respondent’s failure to provide the prescribed information. Accordingly, the failure to provide the prescribed information is at the very lowest end of the scale referred to in Ahmed and Rollett.

Decision

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.

L Rae

Legal Member/Chair

Date

10 August 2026