

STATUTORY DECLARATION

In the matter of a dispute with Murray & Currie Property Sales & Lettings

STATUTORY DECLARATION

Made pursuant to the Statutory Declarations Act 1835

I, **Kyle Mallon**, of 68 (4F2) Constitution Street, Edinburgh, EH6 6RR, do solemnly and sincerely declare as follows:

1. I make this declaration in support of my application to the First-tier Tribunal for Scotland (Housing and Property Chamber) regarding a dispute with Murray & Currie Property Sales & Lettings ("Murray & Currie").
2. I was a tenant at 68 (4F2) Constitution Street, Edinburgh, EH6 6RR from December 2022 to May 31, 2025, with Murray & Currie acting as the letting agent for the property.
3. Upon commencement of the tenancy, I paid a security deposit of £1,100, which was properly protected in an approved tenancy deposit scheme.
4. I also paid a separate pet deposit of £200 on 5th December 2022, which was described as "non-refundable" in the tenancy agreement but was later clarified by Murray & Currie to be refundable subject to there being no pet-related damage.
5. I have documentary evidence in the form of bank statements showing the payment of £200 to Murray & Currie on 5th December 2022, labeled as "Pet Deposit".
6. I have written confirmation from Murray & Currie dated 15th January 2023 stating: "The pet deposit is held as security against

any pet-related damage and will be refunded at the end of the tenancy, subject to there being no such damage."

7. When I inquired about the protection of this pet deposit on 10th March 2023, Murray & Currie responded by email stating: "Pet deposits do not require protection as they are not considered security deposits under Scottish law."
8. I have verified with SafeDeposits Scotland, Letting Protection Service Scotland, and mydeposits Scotland that no deposit was registered in my name other than the initial £1,100 security deposit.
9. I submitted a formal complaint to Murray & Currie on 20th April 2023 regarding the unprotected pet deposit, citing the Tenancy Deposit Schemes (Scotland) Regulations 2011.
10. Murray & Currie responded to my complaint on 5th May 2023, maintaining their position that pet deposits do not require protection and refusing to place the deposit in an approved scheme.
11. At the end of my tenancy on May 31, 2025, the property was returned in excellent condition with no pet-related damage, as confirmed by the check-out inventory report dated June 5, 2025.
12. It is worth noting that Murray & Currie were clearly satisfied with the condition of the property when my previous tenancies ended, as they promptly returned deposits to departing flatmates. This demonstrates that any alleged damage to the bed and carpets could not have occurred only during my final tenancy period.
13. At the end of the tenancy, Murray & Currie applied the pet deposit to my final rent payment rather than returning it to me, despite their earlier written confirmation that it would be refundable subject to there being no pet-related damage, which there was not.
14. Throughout the tenancy period (December 2022 to May 31, 2025), the pet deposit of £200 remained unprotected in an approved tenancy deposit scheme, in breach of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

15. In addition to the deposit protection issue, Murray & Currie breached the Letting Agent Code of Practice (Scotland) Regulations 2016 by:

- a. Providing incorrect information about legal requirements (Section 19)
- b. Failing to handle client money properly (Section 27)
- c. Failing to have adequate procedures for handling complaints (Section 85)

4. Murray & Currie also breached data protection regulations by:

- a. Failing to respond to my Subject Access Request within the statutory one-month timeframe as required by Article 12(3) of the UK GDPR
- b. Failing to record my Subject Access Request as required by data protection regulations

3. I have spent approximately 75 hours researching relevant legislation, preparing documentation, and pursuing this matter. Had I instructed a solicitor to handle this case, I would have incurred costs of approximately £5,500 (based on an average hourly rate of £200 for a housing law specialist in Edinburgh, plus administrative costs).

4. I have prepared all documentation for this application personally, to a professional standard comparable to that of a qualified legal representative.

5. I have taken all reasonable steps to resolve this matter directly with Murray & Currie before making this application to the Tribunal.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared by: Kyle Mallon

Signature of Declarant

Date: 10th June 2025

Before me:

Signature of person authorized to administer oaths

Name: _____

Qualification: _____

Address: _____

IMPORTANT LEGAL NOTICE:

This statutory declaration is made pursuant to the Statutory Declarations Act 1835. It is a serious matter to make a false declaration, which is punishable by law. The declarant confirms that the contents of this declaration are true to the best of their knowledge and belief.

This document forms part of the application to the First-tier Tribunal for Scotland (Housing and Property Chamber).

Date: June 10, 2025