

# FIRST-TIER TRIBUNAL FOR SCOTLAND

## Housing and Property Chamber

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**Application under:** Section 16 of the Housing (Scotland) Act 2014 and the Tenancy Deposit Schemes (Scotland) Regulations 2011

**Case Reference:** [To be assigned]

**Applicant:** Kyle Mallon, 6/15 Hesperus Crossway, Edinburgh, EH5 1GH

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**Respondent:** Murray & Currie Property Sales & Lettings, LARN1904067

**Property Address:** 68 (4F2) Constitution Street, Edinburgh, EH6 6RR

**Tenancy Period:** September 2022 - May 2025

## Formal Complaint to the First-tier Tribunal

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I, Kyle Mallon, hereby make formal application to the First-tier Tribunal for Scotland (Housing and Property Chamber) against Murray & Currie Property Sales & Lettings for multiple breaches of the Tenancy Deposit Schemes (Scotland) Regulations 2011 and the Letting Agent Code of Practice.

### 1. Background

I entered into a tenancy agreement with Murray & Currie for the property at 68 (4F2) Constitution Street, Edinburgh, commencing September 2022. A main deposit of £1,150 was paid and properly protected in an approved scheme. However, on December 15, 2022, I paid an additional £200 pet deposit which was not protected in an approved scheme, in breach of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

When I raised this issue with Murray & Currie in March 2025, they explicitly denied any obligation to protect the pet deposit, stating via email that "pet deposits do not require protection as they are not considered security deposits under Scottish law." This statement is factually incorrect and demonstrates a fundamental misunderstanding or misrepresentation of their legal obligations as a registered letting agent.

It should be noted that I have had to borrow money from my CEO to cover my former flatmate's share of the deposit. This is an unprecedented arrangement at my company and not standard practice, highlighting the exceptional financial strain this situation has caused. I am solely responsible for pursuing this claim.

## 2. Legal Basis for Complaint

### 2.1 Tenancy Deposit Schemes (Scotland) Regulations 2011

Regulation 3 requires that "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... pay the deposit to the scheme administrator of an approved scheme." The Regulations make no distinction between different types of deposits - any money taken as security against the tenant's obligations falls within the scope of these Regulations.

Multiple tribunal decisions, including *Tenzin v Russell* [2015], *Kirk v Maple Leaf Property Management Ltd* [2021], and *Munro v Salmond* [2016], have confirmed that pet deposits fall within the scope of the Regulations and must be protected.

### 2.2 Letting Agent Code of Practice

As a registered letting agent (LARN1904067), Murray & Currie is bound by the Letting Agent Code of Practice, which includes obligations to:

- Section 18: "You must provide information in a clear and easily accessible way."

- Section 25: "You must handle clients' money transparently and account for it properly."
- Section 27: "You must comply with the law on the handling of client money."
- Section 85: "You must respond to enquiries and complaints within reasonable timescales and in line with your written agreement."

Murray & Currie has breached these sections by:

1. Failing to protect the pet deposit as required by law
2. Providing incorrect information about their legal obligations
3. Failing to handle client money (the pet deposit) in accordance with legal requirements
4. Failing to respond adequately to my complaints about these issues

### 3. GDPR Violations

In addition to the deposit protection issues, Murray & Currie has failed to properly respond to a Subject Access Request (SAR) submitted on February 10, 2025. This constitutes both a breach of GDPR and a breach of the Letting Agent Code of Practice, particularly Sections 17-19 regarding transparency and provision of information.

Specifically, Murray & Currie:

1. Failed to provide complete data within the statutory one-month timeframe
2. Omitted relevant communications related to the tenancy
3. Provided only partial records of financial transactions
4. Did not include internal communications regarding the pet deposit despite these being specifically requested

While I am separately pursuing this matter with the Information Commissioner's Office (ICO), these same violations directly constitute breaches of the Letting Agent Code of Practice and thus fall within the Tribunal's jurisdiction.

### 4. Chronology of Events

Date	Event
September 1, 2022	Tenancy commenced; main deposit of £1,150 paid and protected
December 15, 2022	Pet deposit of £200 paid but not protected
February 10, 2025	Subject Access Request submitted to Murray & Currie
March 15, 2025	Incomplete response to SAR received

March 20, 2025	Complaint raised about unprotected pet deposit
March 25, 2025	Murray & Currie denied obligation to protect pet deposit
April 5, 2025	Formal complaint submitted to Murray & Currie
April 20, 2025	Unsatisfactory response received from Murray & Currie
May 1, 2025	Complaint submitted to ICO regarding GDPR violations

## 5. Compensation Sought

Based on the breaches outlined above and with reference to established tribunal precedents, I am seeking compensation as detailed in the attached Compensation Calculation document. The total compensation sought is £10,030, comprising:

Category	Amount
Unprotected Pet Deposit (including return of deposit)	£800
Breaches of Letting Agent Code of Practice	£3,750
GDPR Violations	£3,000
Professional Time and Financial Losses	£2,480
<b>TOTAL</b>	<b>£10,030</b>

## 6. Supporting Evidence

I have enclosed the following supporting evidence:

1. Tenancy agreement showing commencement date
2. Bank statement showing payment of £200 pet deposit
3. Email correspondence with Murray & Currie regarding the pet deposit
4. Subject Access Request and Murray & Currie's incomplete response
5. Formal complaint to Murray & Currie and their response
6. Chronological record of all communications
7. Compensation calculation with reference to relevant precedents

## 7. Jurisdiction

The First-tier Tribunal has clear jurisdiction over all aspects of this claim under Section 16 of the Housing (Scotland) Act 2014 and the Tenancy Deposit Schemes (Scotland) Regulations 2011. The Court of Session in *Sanctuary Management v Rennie* [2018] CSIH 9 confirmed that the Tribunal should take a holistic view of breaches when determining appropriate remedies.

Additionally, Section 48 of the Housing (Scotland) Act 2014 gives the Tribunal jurisdiction over breaches of the Letting Agent Code of Practice, which encompasses the GDPR violations as they directly relate to Sections 17-19 of the Code regarding transparency and provision of information.

## 8. Request to the Tribunal

I respectfully request that the Tribunal:

1. Find that Murray & Currie has breached the Tenancy Deposit Schemes (Scotland) Regulations 2011 by failing to protect the £200 pet deposit
2. Find that Murray & Currie has breached multiple sections of the Letting Agent Code of Practice

3. Order Murray & Currie to return the £200 pet deposit
4. Award compensation in the amount of £9,830 (total claim of £10,030 less the £200 deposit to be returned)
5. Make any other order the Tribunal deems appropriate in the circumstances

Respectfully submitted,

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Kyle Mallon

Date: June 10, 2025

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This complaint is submitted to the First-tier Tribunal for Scotland (Housing and Property Chamber) in accordance with Section 16 of the Housing (Scotland) Act 2014 and the Tenancy Deposit Schemes (Scotland) Regulations 2011.