



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71 of the Private Housing
(Tenancies)(Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/25/2365

**Re: Property at Flat C (First Floor Left), 9 Jamaica Street, Aberdeen, AB25 3UX
("the Property")**

Parties:

Miss Georgia Ventura, 6 Anderson Court, Dornoch, IV25 3RT ("the Applicant")

**Mr Martin Mitchell, 2 Gordon Place, Bridge of Don, Aberdeen, AB23 8QX and
Endeavour Aberdeen Ltd, having its Registered Office at 2 Gordon Place, Bridge Of
Don, Aberdeen, AB23 8QX ("the Respondents")**

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision

At the Case Management Discussion ("CMD") which took place by telephone conference on 30 October 2025 the Applicant and the Respondent were in attendance.

The CMD was also in respect of the related case bearing reference HPC/FTS/PR/25/2352.

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that –

Background

The Tribunal noted the following background:-

- The Second Respondent is the heritable proprietor of the Property.
- The First Respondent previously leased the Property to the Applicant in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 3 October 2022.
- On 20 September 2022 the Applicant paid to the First Respondent the deposit payable in terms of the PRT, namely £650.
- The Applicant vacated the Property on 28 May 2025.

- At no point before, during or after the PRT did the Respondents pay the deposit into an approved scheme as required in terms of Regulation 3 of The Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the Regulations").

None of the foregoing is in dispute.

The Case Management Discussion

At the CMD the parties made the following oral submissions:-

The Applicant

- The deposit was paid to the First Respondent personally.
- A few weeks after the Applicant vacated the Property she checked with the three approved schemes to see if the deposit had been lodged with one of them.
- The deposit has not been repaid in whole or in part.

The First Respondent and for the Second Respondent

- He acknowledged the deposit had not been protected in an approved scheme and now understands his legal responsibilities.
- He accepted he had failed in his duty but this was not deliberate.
- The funds were kept in his personal account.
- He struggles with paperwork and administrative tasks due to ADHD and dyslexia which he accepts is not an excuse.
- Failure to lodge the deposit was an oversight and not an intentional act.
- He retained the deposit at the end of the tenancy as there were issues to be fixed and he has evidence of works done and associated costs.
- He secured no financial gain due to the condition of the flat.
- During the PRT he did his best to be fair and responsive and has learned from this experience.
- Going forwards the Respondent will comply with the Regulations.
- He was involved in a serious car accident in 2024 and broke his heel. He has been signed off work since the accident, has no income, has 3 young children aged 6, 9 and 11 years and is struggling to support his family.
- He asked the Tribunal take into account his hardship but accepts responsibility and apologies.
- He is pursuing a benefits appeal and speaking to a psychiatrist as his mental state is not fit for work.
- He faces further surgery in the coming months.
- The error was in good faith and he did not seek to take advantage of the Applicant.
- He has been a landlord for a few years. He has 4 rental properties in total, 2 of which are rented out.
- One property is in the First Respondent's name and the other 3 properties are in the name of the Second Respondent. The income from the latter 3 properties goes to the Second Respondent.
- He normally rents the properties to family and friends for long periods. He therefore doesn't generally take deposits.
- He previously employed a letting agent as he struggles with paperwork but he had issues getting payments from the letting agent so his wife then took charge. On separating from his wife he has been dealing. He is now looking to get help again.
- He asked that the Tribunal impose the lowest possible penalty.

Findings in Fact

The Tribunal made the following findings in fact:-

- i. The Second Respondent is the heritable proprietor of the Property.
- ii. The First Respondent previously leased the Property to the Applicant in terms of the PRT.
- iii. The PRT commenced on 3 October 2022.
- iv. On 20 September 2022 the Applicant paid to the First Respondent personally the deposit payable in terms of the PRT, namely £650.
- v. The Applicant vacated the Property on 28 May 2025.
- vi. At no point before, during or after the PRT did the Respondents pay the deposit into an approved scheme as required in terms of Regulation 3 of the Regulations.
- vii. A few weeks after the Applicant vacated the Property she checked the three approved schemes to see if the deposit had been lodged.
- viii. The deposit has not been repaid in whole or in part.

Reasons for Decision

The Second Respondent is the heritable proprietor of the Property and the First Respondent is the sole Director thereof.

The PRT is in the name of the First Respondent and the deposit payable under the PRT was paid by the Applicant to him.

The deposit of £650 was not lodged with the scheme administrator of an approved scheme in terms of the Regulations.

Having failed to lodge the deposit into an approved scheme and having continued to retain the deposit as at the CMD, an order for payment requires to be made against the Respondents in favour of the Applicant in the sum of £650

Whilst the First Respondent made reference to repairs following the Applicant vacating the Property no details or evidence was provided and in any event any such sums can be sought from the Applicant by raising separate proceedings against her. Had the Respondents paid the deposit into an approved scheme they could have claimed on the deposit and taken advantage of the adjudication scheme then available. They failed to do so.

Following intimation of the Tribunal's decision to the parties the First Respondent sought to pay the sum due by instalments. Based on the information available the Tribunal was not prepared to consider an instalment arrangement but suggested the First Respondent consider an application for a Time to Pay Direction should he wish to pursue such an arrangement further before the Tribunal.

Decision

The Respondents are jointly and severally ordered to pay to the Applicant a sum of £1300.

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.

Gillian Buchanan

Legal Member/Chair

30 October 2025
Date