



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

**Chamber Ref: FTS/HPC/PR/25/0033**

**Re: Property at 3/4 29 College Street, Glasgow, G1 1QH (“the Property”)**

**Parties:**

**Miss Ummugulsum Demir, Flat 5, 4 Hill Road, Sutton, SM1 1EB (“the Applicant”)**

**Mr Fabrizio Conti, Flat 1, 5 Meggetland View, Edinburgh, EH14 1XT (“the Respondent”)**

**Tribunal Members:**

**Steven Quither (Legal Member) and Elaine Munroe (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) UNANIMOUSLY determined to REFUSE the application.**

**BACKGROUND**

1. This is an application under Regulation 9 of the 2011 Regulations and Rule 103 of the First-Tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), dated and lodged on 6 January 2025, in respect of a stated failure by the Respondent to lodge a deposit in an approved scheme within 30 working days of receipt under Regulation 3 of the 2011 Regulations.
2. The application arises out of a Private Residential Tenancy (“the new PRT”) between the parties with 2 other co-tenants, namely a Callum James Arthur Evans and a Christopher Butler, dated 18 & 19 December 2024 in respect of the Property, commencing on 1 May 2024, at a total rent of £1350 per month and with a deposit of £1450, the Applicant being accordingly liable for a one-

third share of both the rent and deposit. In the new PRT, the Respondent was designed as “c/o Countrywide North, 71 Candleriggs, Glasgow, Lanarkshire, G1 1NP”.

3. Said PRT succeeded an earlier one (“the previous PRT”) between the Respondent and Evans, Butler and a Dave Cameron, commencing 19 July 2023 and with the same rent and deposit. The Applicant accordingly and effectively replaced Cameron as a tenant. In the previous PRT, the Respondent was similarly designed as “c/o Countrywide North, 71 Candleriggs, Glasgow, Lanarkshire G1 1NP”.
4. An associated case by the Applicant against Countrywide Residential Lettings Limited, also of 71 Candleriggs, Glasgow, Lanarkshire, G1 1NP under Tribunal reference LA/25/1712 (“the LA case”) was considered by the Tribunal along with this case at the Hearing hereinafter referred to. Said application included a claim under Paragraphs 32(i) and (p), 65 and 66 of the Letting Agent Code of Practice, specifically relating to the handling of tenancy deposits.
5. For ease of reference, both Countrywide North and Countrywide Residential Lettings Limited are hereafter referred to as “CW”, since the Applicant dealt with both and any separate corporate identities they might have are not relevant to this application.
6. This Application was considered at 2 Case Management Discussions (“CMD”) on 10 June and 14 November 2025, the latter being before this Legal Member and CMD Notes from both were available to this Tribunal.
7. Following upon the CMD on 14 November, a Direction was issued for parties to lodge all documentation regarding a deposit refund of £370 made to the Applicant, referred to in Paragraph 10 of the CMD Note dated 10 June 2025 and for the Respondent to lodge any further documentation he or CW had relating to a deposit for the previous PRT, confirming when it was lodged etc. and the parties to the tenancy concerned.

#### **CASE MANAGEMENT DISCUSSION on 10 JUNE 2025**

8. The CMD considered and recorded the circumstances in which the Applicant took over occupancy from Cameron in May 2024, following upon discussion with Evans and then paying £1102 into a bank account in the name of “Christopher Craig”, into which account she paid all subsequent rent payments.

The Applicant considered nothing unusual in paying rent etc. in this manner and continued to do so until the tenancy came to an end in December 2024. "Craig" told the Applicant he had sent her deposit to CW, for it to be placed in an approved scheme, but she did not thereafter see any certificate confirming that had been done.

9. The Respondent advised the CMD that he only became aware of the Respondent occupying the Property in December 2024, when he attended there to view it, having been advised by CW that it had been vacated. He had previously heard from CW by email of 9 April 2024 that there was the possibility of a new tenant but thereafter he heard nothing further and rent etc. continued to be paid and referred to by CW as being from the original 3 tenants, from which he took that whatever had been the issue with any tenant had been resolved and the tenancy was continuing with the original 3 tenants. He then decided in October 2024 to sell the Property and instructed CW accordingly, to commence procedures to end the tenancy. The Respondent advised he did not receive any payments direct from the Applicant and did not know she was living in the Property until his visit in December.
10. The Applicant then advised she had not made any payments direct to the Respondent or CW, but she would check with CW if it had received her deposit, as the Respondent's agents. The Tribunal pointed out that the Respondent required to have received the deposit before the 2011 Regulations were engaged.
11. The Tribunal fixed a further CMD and issued a Direction for the Applicant to lodge any documentation showing payment by her of a deposit to either the Respondent or his agents and also any document showing when and to whom any refund of any deposit was paid following upon the end of the tenancy in December 2024. The Respondent was directed to lodge documentation showing when and by whom any deposit was paid to him or any agents acting on his behalf in respect of occupation of the Property between May and December 2024.
12. A further CMD was fixed for 14 November 2025.

### **CASE MANAGEMENT DISCUSSION on 14 NOVEMBER 2025**

13. Prior to same, the Tribunal was able to consider the very full note of the previous CMD as well as all further information contained in the casefile. It also noted that the parties did not appear to have lodged any additional information since the previous CMD, whether to meet the Direction or otherwise.
14. At this second CMD, the Applicant confirmed she thought "Christopher Craig" was in fact Christopher Butler and she would lodge an email from CW confirming refund of her share of the deposit.
15. The Respondent advised that since the Applicant had received a refund of the deposit, it must have been lodged and that he was not even aware the Applicant was a tenant in the Property until his visit there in December 2024 (which the Applicant disputed, advising said visit took place in September 2024).
16. That Tribunal noted the relevant issues to be whether the Applicant had paid any deposit to the Respondent or CW as his agents and what responsibility did the Respondent have for any payment made direct by the Applicant to "Christopher Craig".
17. Said Tribunal fixed a Hearing and issued a further Direction, for the parties to lodge all documentation regarding the deposit refund of £370 made to the Applicant and for the Respondent to lodge documentation regarding the deposit paid in the previous PRT and confirming the parties to said PRT.
18. On 3 December 2025, a Tribunal with today's Tribunal members conducted a CMD for the LA case. It considered there would be merit in hearing both applications together, a proposition with which parties to that application agreed. After confirming with the Applicant that there were no other applications before the Tribunal arising out of this tenancy, the Tribunal directed that both applications should be considered at the same Hearing.
19. The Tribunal also issued a Direction in respect of that case regarding issues specific to it and not specifically relating to any deposit paid.
20. A Hearing to consider both applications, to take place before the same Tribunal members as considered the CMD for the LA case on 3 December 2025 was duly fixed for 28 May 2026.

### **Pre-HEARING on 28 MAY 2026**

21. Prior to same, the Tribunal noted that parties had lodged further documentation for both applications after the relevant CMDs.

22. For the Applicant, this comprised :--

Emails of 7 December 2025 with confirmation about payee and bank account into which she paid her share of the rent and deposit, submissions and attaching "Change of Sharers" form with covering email from CW dated 1 May 2024;

Email of 17 December 2025 attaching List of Documents lodged, emails between the Applicant and CW, screenshots, CW Complaint Response, copy of initial complaint, Applicant's response to Complaint Response and Final Complaint Response;

Email of 30 December 2025, attaching List of Documents, relevant bank statements, information from Letting Protection Scotland, My Deposits Scotland and Safe Deposits Scotland, emails between the Applicant and CW, copy of the new PRT and email from the Applicant dated 9 January 2025, providing information to the Tribunal; and

Email of 12 January 2026, with response to Submissions by the Respondent, updated List of Documents and further bank statements.

23. For the Respondent, this comprised:--

Email of 12 December 2025 with PRT between him, Evans, Butler & Cameron commencing 19 July and confirmation of signing same on 20 & 21 July, all 2023, Deposit Protection Certificate from My Deposits Scotland for £1450 for tenants Evans, Butler & Cameron, dated 21 July 2023, a copy of the new PRT, commencing 1 May and confirmation of signing same on 18 & 19 December, all 2024 and My Deposits Scotland Adjudication Decision dated 15 April 2025, confirming return to the tenants of a total of £1193-23 of the £1450 deposit paid, after deductions totalling £256-77 for cleaning costs; and

Email of 21 February 2026 with update re return of additional sum to the Applicant of £28-56.

24. In addition, the Tribunal had sight of an email of 16 December 2025 from Anderson Strathern, Solicitors, Glasgow, ("AS") acting for CW in the LA case, attaching Change of Sharers forms for the Applicant (signed on 24 May 2024),

Evans and Butler (both signed on 29 May 2024) and also explaining that Cameron had not signed his form and accordingly it was blank.

25. The Tribunal was also advised by emails of 22, 26 and 27 May, all 2025, that terms of settlement had been agreed in the LA case, which would no longer require to proceed to a hearing but which was not yet formally withdrawn, pending settlement being effected.

### **HEARING on 28 MAY 2026**

26. The Hearing commenced shortly after 10am by videoconference, with both parties in attendance and Andrew Richmond, Solicitor from AS representing CW.

27. Parties confirmed terms of settlement had indeed been agreed for the LA case and it was anticipated these could be effected in reasonably early course. Said case was accordingly continued to a further CMD on 22 June at 11-30, to clarify then whether a further Hearing would be required (Rule 17(3)(e) of the Rules), the expectation being that once settlement had been effected, that application would be withdrawn.

28. So far as this remaining application was concerned, the Tribunal enquired of Mr Richmond if he might be prepared to remain to assist the Tribunal, since there was obviously common ground between the 2 applications. He very helpfully agreed to do so, for which the Tribunal was and is grateful.

29. By way of initial submission and then by response to questions asked of her, the Applicant submitted, advised and confirmed:--

She did not feel her deposit had been protected and this had led to her not being able to participate in any discussion after the end of the tenancy about any deductions from the deposit for cleaning costs;

She had only received anything back more than 2 months after she had moved out and it was only then she realised her deposit had been protected at all.

She had contacted the Respondent on or about 29 November 2024 for the first time to advise him that she was intending to apply to the Tribunal no earlier than 29 December 2024 in respect of his failure to provide her with a written tenancy agreement and other relevant information. (Said form was subsequently provided to the Tribunal after a short break and noted to be unsigned, undated and copied to CW);

The Respondent told her during his unexpected visit to the Property that his agents had advised him of a new tenant moving in and that he'd known about that since May 2024; and

She accepted an interpretation of CW's Change of Sharers form signed by her on 24 May 2025 was that the deposit of £1450, paid in respect of the previous PRT, would be left untouched and its benefit transferred to her as an incoming tenant.

30. By way of initial response and then by way of further response to questions from the Tribunal, the Respondent submitted, advised and confirmed:--

He had told CW in October 2024, he wished to sell the Property and to give 6 months notice to the tenants of his wish and intention to do so;

Instead, CW gave 2 months notice, advising him by email of 13 November that the Property would be vacant as at 3 December;

He went to the Property on 4 December and found the Respondent there, which surprised him somewhat, since he was unaware of any change of tenant;

She told him she had been there since 1 May;

He recalls receiving an email from CW in April 2024 advising him there had been a fallout among the tenants in the previous PRT and CW were looking for another tenant, but he had heard nothing further about it and assumed whatever difficulty there was had resolved itself;

He then reverted to CW to instruct them to "sort out" the Applicant's tenancy agreement, with effect from 1 May, which resulted in the new PRT then being signed on 18 & 19 December 2024, backdated to 1 May 2024, with any deposit then being transferred, in effect, to the tenants in the new PRT;

This was how the Respondent then received back firstly the £370 from her deposit and then a further £28-56, (as referred to in his email of 21 February 2026);

He did not think he had received the form referred to by the Applicant at about the end of November, the first he was aware of the Applicant having any involvement with the Property was when he went there on 4 December, following which he reverted to CW to instruct them to "sort out" a new PRT, to include the Applicant.

31. Mr Richmond also advised the Tribunal:--

He understood no deposit was paid by the Applicant to CW or the Respondent and by the time the new PRT was signed in December 2024, the tenants had already given Notice to Leave and accordingly there was nothing to be done so far as any deposit was concerned except arranging for it to be uplifted from My Deposits Scotland.

32. Thereafter, the Tribunal advised parties it would consider all that had been said and all that had been provided to it in the relative casefiles for both this and the LA application and would issue its written Decision in due course.

### **FINDINGS IN FACT**

33. The parties and others entered into a PRT effective from 1 May 2024, whereby the Applicant was confirmed to have been a tenant at the Property since 1 May 2024.

34. When the Applicant commenced said tenancy on 1 May 2024, taking over occupancy from Dave Cameron she dealt with Christopher Craig Butler (who was using the name Christopher Craig in his dealings with her), an existing tenant there and CW, to finalise details of her tenancy.

35. She paid her share of the deposit direct to Butler on 1 May 2024 and thereafter paid rent direct to him also, by bank transfer.

36. The Applicant did not know what arrangement Cameron had with the Respondent, any other tenant or CW regarding return of his deposit.

37. Thereafter, the Applicant was in regular contact with CW regarding finalising the new PRT, which was only done in December 2024.

38. The first the Respondent was aware of the Applicant having taken over the tenancy from Cameron was on 4 December 2024, when he visited the Property, having been advised by CW in an email of 13 November 2024 that it would be then vacant.

39. The Respondent then instructed CW to finalise the new PRT as a matter of urgency, which they duly did, leading to it being signed and finalised on 18 & 19 December 2024.

40. However, by that time, the tenants had indicated their intention to leave the Property on 31 December and the new PRT was more or less at an end, from a practical point of view, by the time it was signed.

41. Thereafter, the Applicant received a £370 refund of her share of the deposit, followed by a further £28-56, resulting in her losing £51-44 of her original share of the deposit paid to Butler on 1 May 2024.

### **REASONS FOR DECISION**

42. In short, the Tribunal was not satisfied that the Applicant had paid the deposit to the Respondent, as is required in the 2011 Regulations and highlighted in said CMD Note of 10 June 2025. Accordingly, the duties incumbent on the Respondent in terms of Regulation 3 were not engaged. At the very least, he would need to have been aware of a deposit having been paid and to whom it was paid to at least place him on notice to check if it was in an approved scheme already or to take such steps as were necessary to pay it into such a scheme.

43. The Tribunal is satisfied the Respondent was not aware until December 2024, when he visited the Property and met the Applicant there, that the Respondent knew the Applicant was a tenant in the Property. It notes his email to CW of 5 December 2024 stating the tenants had not left the flat yet. It also notes that the List of Documents lodged with the Applicant's email of 17 December refers to both documents 11 & 12 as "Screenshot of conversations with other tenants on unannounced visits by agency/landlord-04.12.2024". Consideration of said screenshots confirms reference to a visit based on advice from "agency" the tenants would be leaving "today apparently". This, added to CW's email to the Respondent of 13 November, advising the Property would be vacant by 3 December and the Respondent's said email of 5 December to CW appears, to the Tribunal, to confirm that his "unexpected visit" to the Property took place on 4 December 2024, as recalled by him, not sometime in September, as previously stated by the Applicant.

44. The Tribunal noted, without any criticism whatsoever of the Applicant, the somewhat untidy way in which she became a tenant of the Respondent. She dealt entirely with an existing tenant and CW and by what she said at the Hearing, recalls that the first communication she had with the Respondent was an email she sent to him on or about 29 November 2024, advising him of her intention to apply to the Tribunal to provide written terms of her tenancy or other information, which the Respondent is adamant he did not receive. The Tribunal also notes that in an email to the Tribunal on 9 January 2025, prior to

acceptance of the application, the Applicant advised that she was not provided with certificates regarding her deposit “by the agents”, which seems to indicate where she felt responsibility lay for same. No direct communication between the parties appears to have been produced, nor any communication between CW and the Respondent about a possible change of tenant other than CW’s email to him of 9 April 2024 advising him of the possibility of a new tenant and then the Respondent’s email of 5 December 2024 following upon his visit to the Property the previous day.

45. In these circumstances, the Tribunal considers that the first the Respondent was aware of the Applicant being a tenant was on or about 4 December 2024, when he visited the Property and found her there. He then instructed CW to “sort out” the new PRT, which they duly did as previously narrated.
46. In the meantime though, the tenants had already given Notice to Leave the Property, so what then was to happen regarding the deposit was its uplift, which process the Tribunal was advised commenced almost immediately, with the Applicant then receiving an initial £370 refund of her deposit and then a further £28-56.
47. The Tribunal notes the terms of CW’S Change of Sharers form lodged by both the Applicant and Mr Richmond, which seems to indicate that upon an existing tenant being released from a PRT, any existing deposit would remain untouched and be transferred and used for the benefit of any incoming tenant, which is what appears to have occurred here. The Tribunal noted the Applicant signed said form on 24 May 2024. Accordingly, it appears to the Tribunal that she had the reassurance from that that her deposit would be safeguarded, in some shape or form.
48. Although not party to the exact terms of settlement in the LA case, the Tribunal notes that said case included a claim regarding handling of a deposit. The Tribunal is of the view that since the Applicant was dealing with CW from 1 May 2024, any issues regarding the deposit were more properly between the Applicant and CW, as opposed to between the Applicant and the Respondent. In any event, no deposit was ever received by the Respondent. As previously stated, this does not imply, nor should it be taken to infer, any criticism of the Applicant for lodging this application against the Respondent. However, for the reasons now stated, the Tribunal considers it just to refuse this application.

## **DECISION**

49. To refuse the application.

### **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.**

**SR QUITHER**

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**Legal Member/Chair**

**12 JUNE 2026**

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**Date**