Housing and Property Chamber
First-tier Tribunal for Scotland

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulation 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (the 2011 Regulations)

Chamber Ref: FTS/HPC/PR/25/3313

Re: Property at Flat 1/R, (otherwise known as Flat 1/2), 45 Magdalen Yard Road, Dundee, DD1 4ND ("the Property")

Parties:

Mr Keith Wilson, 10 Castle Street, Tayport, DD6 9AF ("the Applicant")

Mr George Ferentinos, Thermopylon 8, AG Vasileios, Patras, 26504, Greece ("the Respondent")

Tribunal Members:

Hilary Macandrew (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment is made in favour of the Applicant due by the Respondent in the sum of £855 (EIGHT HUNDRED AND FIFTY FIVE POUNDS ONLY).

Background

1. The Applicant made an application in Form G ("application") dated and lodged on 2 August 2025 under Rule 103 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Rules") stating that the Respondent had failed to timeously lodge a tenancy deposit in an appropriate scheme in breach of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("2011 Regulations").

2. The documents produced to the Tribunal by the Applicant were:

   - Copy Tenancy Agreement
   - Email from Respondent dated 4 October 2021 verifying receipt of the deposit and rent.
   - Email from Respondent to the Applicant dated 15 October 2021 stating *inter alia* that the deposit had been sent to Safe Deposits Scotland

- Email from Applicant to Respondent dated 18 October 2021 in relation to maintenance work bill and council tax
- Email from Respondent to Applicant dated 2 October 2021 attaching the rental agreement.
- Email from Applicant to Respondent dated 5 October 2021 attaching the signed agreement.
- Screenshot from Safe Deposit Scotland dated 29 July 2025 stating that a deposit was not found.
- Email from My Deposit Scotland dated 29 July 2025 stating that unfortunately they cannot find the deposit.
- Screenshot email from Letting Protection Service Scotland dated 29 July 2025 stating that the deposit cannot be found.
- Exchange of WhatsApp messages between Applicant and Respondent regarding the deposit.
- Email from Applicant to Respondent with bank details and subsequent exchange dated 28 and 29 September 2021.
- Email from Respondent to Tribunal dated 5 February 2026 with observations on the Respondent's submission.

3. The documents produced to the Tribunal by the Respondent were:

   - A written submission
   - List of Authorities
   - First Inventory of Productions

4. The application was accepted by the Tribunal on 3 August 2025.

5. The application and relevant paperwork were served on the Respondent by international tracked post on 17 December 2025. Messrs Thorntons Solicitors were subsequently instructed on behalf of the Respondent.

Case Management Discussion

6. An Initial Case Management Discussion ("CMD") took place by teleconference on 10 February 2026. The Applicant sought an adjournment given that the Respondent's agent had lodged written representations less than seven days in advance of 10 February 2026. On 9 February 2026 the Tribunal received the Respondent's written representations late and postponed the CMD scheduled for 10 February 2026. The Tribunal determined that it would be in the interests of justice to allow the Applicant further time to fully consider the Respondent's written representations.

7. The adjourned CMD took place by teleconference on 25 June 2026. The Applicant represented himself. The Respondent did not take part but was represented by Mr Gordon of Thorntons Solicitors.

8. There was no dispute by the Respondent that the deposit had not been lodged.

9. The Respondent’s agent set out a detailed submission explaining that that the Respondent received the deposit of £570 from the Applicant. The Respondent arranged for a cheque to be sent to Safe Deposit Scotland in Glasgow to lodge the deposit. For reasons unknown to the Respondent and his wife the cheque was not cashed by the deposit scheme and was possibly lost. The Respondent is 82 years of age, he lives in Greece and does not use internet banking. After the tenancy ended it transpired that the cheque had not been cashed.

10. The Respondent’s agent submitted orally at the CMD that the Respondent’s wife had a telephone call with Safe Deposit Scotland in January 2026 and it was only then that the Respondent was aware that the cheque had not been received by Safe Deposit Scotland. The Respondent’s agent was able to confirm to the Tribunal orally that a cheque in respect of the return of the deposit had been sent to the address of a neighbouring property where it was understood a person known to the Applicant lived. This was after the Application had been made to the Tribunal. The Respondent’s agent was able to confirm that the envelope containing the cheque had been received according to the Greek mailing registered service by a person at the neighbouring property.

11. The Respondent’s solicitor confirmed that the Respondent is not a Land Lord for a number of properties. This is his only rental property. He does not use agents. The Respondent and his wife manage the property from their home in Greece.

12. The Applicant’s position is as set out in detail in the application form. He had the opportunity to make additional oral submissions. He disputed that the Respondent had ever forwarded the deposit cheque to Safe Deposit Scotland in Glasgow. He himself had had a telephone conversation with Safe Deposit Scotland in early 2026 at which they had advised him during the course of the call that the Respondent’s wife had in fact called but had simply been asking about sanctions in relation to the non-lodging of the deposit.

13. There was no evidence produced or offered up either by the Applicant or the Respondent to substantiate the terms of the telephone calls alleged to have taken place between the Respondent’s wife and Safe Deposit Scotland and the Applicant and Safe Deposit Scotland.

14. The Applicant has not received the cheque for the refund of the deposit. He recognised the name and address of the neighbour to whom it was sent and who he knows.

15. The Applicant has set off the deposit against the two final months of rent and costs he incurred in repair and maintenance. He has suffered no financial loss in not receiving a deposit refund cheque.

16. The Applicant was also asked by the Tribunal to consider an application for his address to be redacted. This was opposed by the Respondent. The Respondent

set out in detail in the said written submission his opposition to the application for redaction.

17. At the Tribunal both the Applicant and the Respondent's agent gave further oral submission in relation to redaction.

18. The Applicant's position was that he did not wish personal information to be in the public domain and understood that all the case file would be accessible publicly.

19. The Respondent's position was that the documentation lodged by the Applicant with the case papers of a personal nature was information which a search of public records establishes the information easily. The Respondent submitted that the Applicant had commenced a litigation before the Tribunal and that it is an inherent principal of open justice in a democratic and free society that names and addresses are published. Furthermore the Respondent's submission was that the Applicant's request is not a good reason in law. The Respondent made reference to a number of authorities in support of his submission.

Findings in Fact

20. The parties entered into a Private Rental Tenancy ("PRT") in respect of the property that commenced on 4 October 2021 and ended on 4th May 2025.

21. A tenancy deposit of £570 was paid to the Respondent by the Applicant at the commencement of the tenancy.

22. The deposit was not lodged with an approved tenancy deposit scheme within 30 days of the commencement of the tenancy.

23. The deposit was not lodged with an approved tenancy deposit scheme at all during the course of the tenancy.

24. The Respondent has breached Regulation 3 by failing to pay the deposit into an approved tenancy deposit scheme timeously.

25. The Respondent is ordered to pay the sum of £855 to the Applicant which is a reasonable and proportionate penalty for the breach.

26. The Applicant's application for redaction of his address is refused.

Reasons for Decision

27. There is no defence raised to the application.

28. The Procedure Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal. In light of the submissions by the parties, the Tribunal was satisfied both that the necessary level of evidence had been provided through the application, further papers, and orally at the CMD and

that it was appropriate to make a decision under regulation 10 of the 2011 Regulations at the CMD.

29. There was no dispute between the parties on the material point, namely that the deposit had not been lodged with an approved tenancy deposit scheme. Regulation 10 of the 2011 Regulations states that if satisfied that the landlord did not comply with the duty in Regulation 3 to pay a deposit to the scheme administrator of an approved scheme within 30 working days of the beginning of the tenancy, the Tribunal must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit. In this case the Respondent did not lodge the deposit with an approved scheme or provide the prescribed information within the 30 working day period.

30. The Tribunal had regard to Upper Tribunal authorities in similar cases, in particular *Rollett v Mackie [2019] UT 45* and *Ahmed v Russell [2023] UT 7*.

In Rollett, above, Sheriff Ross said [at para 9] that:

'Each case has to be examined on its own facts, upon which a discretionary decision requires to be made by the FTT. Assessment of what amounts to a "serious" breach will vary from case to case – it is the factual matrix, not the Page 5 or 6 description, which is relevant. Comparison with other cases is therefore of minimal assistance in the present case. The general principles of the law apply and these include that for a discretionary decision to be overturned it must be one which no reasonable tribunal could make.'

31. And further [at para 13]:

'In assessing the level of a penalty charge, the question is one of culpability and the level of penalty requires to reflect the level of culpability. Examining of the FTT's discussion of the facts, the first two features (purpose of Regulations; deprivation of protection) are present in every such case. The question is one of degree and these two points cannot help on that question. The admission of failure tends to lessen fault; a denial would increase culpability. The diagnosis of cancer also tends to lessen culpability, as it affects intention. The finding that the breach was not intentional is therefore rational on the fact and tends to lessen culpability.'

32. In *Ahmed*, above, Sheriff Cruickshank outlined the purpose and policy objectives of the Regulations [at para 19] and referred to Sheriff Ross's '*helpful summary*' *Rollett*, above [at para 29], stating:

'Furthermore, in Rollett, Sheriff Ross considered that in assessing the level of sanction the question was one of culpability. When it came to the level of sanction the question was one of degree and provided examples of the factors which could lessen or increase the level of culpability' [at para 30].

33. In the present case, the Tribunal took the approach of establishing the facts and then considering any aggravating and mitigating factors to determine culpability of the Respondent and decide on the appropriate level of sanction.

34. The Tribunal heard from the Respondent's agent that the Respondent had posted a cheque in respect of the deposit to Safe Deposit Scotland. The Respondent's position was that it only came to light after the application was made that the deposit cheque had not been received or lodged by Safe Deposit Scotland. The Respondent's position was that a telephone call between the Respondent's wife and Safe Deposit Scotland had brought this to light.

35. The Applicant's position was that a telephone call had taken place between the Respondent's wife and Safe Deposit Scotland but this was simply to ascertain the consequences of the failure to lodge the deposit.

36. Whilst the Tribunal accepted that telephone calls had been made by both the Applicant and the Respondent, there was no third party evidence offered or proposed witnesses identified regarding the substance of these calls. Nonetheless the fact remains that the deposit was not lodged in accordance with the rules.

37. The Tribunal considers the fact the Respondent is 82 years of age and lives in Greece. He is not a Landlord in the sense that he owns and manages a number of properties. He has no agent. He is assisted by his wife. He has accepted his culpability in these proceedings.

38. Whilst the Tribunal accepts the Applicant is frustrated by the Respondent's failure to lodge the deposit timeously it is also noted the Applicant did not demonstrate to the Tribunal any loss or inconvenience. The Applicant's evidence to the Tribunal was that the final two months' rent had been withheld due to various accounts and work carried out or instructed and paid for by the Applicant in relation to the tenancy. Taking into account the deposit being applied towards the two months' rent and by setting off the costs incurred to the tenant in the work carried out, at the end of the tenancy the rent had been paid in full and the deposit was not due to be paid by the Applicant to the Respondent.

39. The Applicant did not demonstrate to the Tribunal any loss or inconvenience, rather frustration at the Respondents failure to lodge the deposit timeously.

40. The amount to be awarded is a matter for the discretion of the Tribunal having regard to the factual matrix of the case before it. The Tribunal considered the comments of Sheriff Ross in *Rollett v Mackie* UTS/AP/19/0020. At para 13 and 14 he considered the assessment of the level of penalty and said:

"[13] In assessing the level of a penalty charge, the question is one of culpability, and the level of penalty requires to reflect the level of culpability. Examining the FtT's discussion of the facts, the first two features (purpose of Regulations; deprivation of protection) are present in every such case. The question is one of degree, and these two points cannot help on that question. The admission of failure tends to lessen fault: a denial would increase culpability. The diagnosis of cancer also tends to lessen culpability, as it affects intention. The finding that

the breach was not intentional is therefore rational on the facts, and tends to lessen culpability.

[14] Cases at the most serious end of the case 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. None of these aggravating factors is present."

41. Applying Sheriff Ross's reasoning in *Rollett* to the current case, the purposes of the 2011 Regulations are to ensure that a tenant's deposit is insulated from the risk of insolvency of the landlord or letting agent, and to provide a clear adjudication process for disputes at the end. The Tribunal is satisfied that this case falls in the mid-range of the scale of serious breaches in that the Tribunal did not have before it evidence of repeated breaches, fraudulent intention, denial of fault, very high financial sums involved, actual losses to the tenant or other hypotheticals. None of these aggravating factors were present. The Tribunal accordingly decided to make an order for payment by the Respondent to the Applicant of the sum of £855. That sum was considered by the Tribunal to be reasonable and proportionate in all the circumstances.

42. In so far as the application for redaction is concerned, the Tribunal refuses the application. The Applicant had corresponded with the Tribunal by email in advance of the hearing on the matter of redaction. The Respondent had set out in detail in the said written submission his opposition to the application for redaction.

43. At the Tribunal both the Applicant and the Respondent's agent gave further oral submission in relation to redaction. The Applicant's position was that he did not wish personal information to be in the public domain and understood that all the case file would be accessible publicly. The Respondent's position was that the documentation lodged by the Applicant with the case papers of a personal nature was information which a search of public records establishes the information easily. The Respondent submitted that the Applicant had commenced a litigation before the Tribunal and that it is an inherent principal of open justice in a democratic and free society that names and addresses are published. Furthermore the Respondent's submission was that the Applicant's request is not a good reason in law. The Respondent made reference to a number of authorities in support of his submission.

44. The Applicant did not demonstrate that there was any compelling reason or actual prejudice in his address appearing in the decision. The Applicant accordingly provided his address, as directed to the Tribunal.

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.

H Macandrew	25th June 2026
Legal Member/Chair	**Date**