



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section Regulations 9 and 10 of The  
Tenancy Deposit Schemes (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/25/0613**

**Re: Property at 94 ALTYRE AVENUE, GLENROTHES, FIFE, KY74PY (“the  
Property”)**

**Parties:**

**MISS ASWATHY MANALODIYIL RAMANKUTTY, 43 AUCHMUTY DRIVE,  
GLENROTHES, FIFE, KY75NE (“the Applicant”)**

**MR VALENTIN GETOV, 29 QUEEN MARGARET DRIVE, GLENROTHES, FIFE,  
KY74HR (“the Respondent”)**

**Tribunal Members:**

**Hilary Macandrew (Legal Member) and Elaine Munroe (Ordinary Member)**

**Decision (in absence of the Respondent)**

**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 £750 (SEVEN HUNDRED AND  
FIFTY POUNDS ONLY).**

**Background**

1.1 The Applicant made an application in Form G (“application”) on 12<sup>th</sup> March 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”). The Application was accepted on 14<sup>th</sup> February 2025. A Case Management Discussion (CMD) was fixed for 4<sup>th</sup> August 2025 in relation to this Application and a related Application FTS/HPC/CV/25/0609

1.2 The documents produced to the Tribunal by the Applicant were:

- Copy Tenancy Agreement
- Copy emails regarding the Deposit
- An email from the Applicant confirming she was ending the Tenancy
- WhatsApp messages between the parties
- A Revolut money transfer document for the deposit and rent
- Information from the Tenancy Deposit Schemes indicating the Applicant's deposit was not protected
- Two submissions in relation to both this Application and related Application .

1.3 The document produced to the Tribunal by the Respondent was a written submission indicating that he was entitled to retain the deposit as the tenancy had not completed one year.

## **Case Management Discussion**

2.1 A Case Management Discussion ("CMD") took place by teleconference on 4 August 2025. The Applicant did not take part but was represented. The Respondent neither took part nor was represented.

2.2 It was not clear if the Respondent was accepting a breach of both of the duties on a land lord in terms of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

2.3 The Tribunal identified the issue to be considered in this application as **Has the Respondent breached or not breached the duties of a Landlord in terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011? and If he has breached these duties, what sanction should the Tribunal impose upon him ?**

2.4 The Tribunal fixed a continued case management discussion (CCMD) to take place on the same date as the Hearing on the related Application. The Tribunal issued a Direction whereby the Applicant was to provide confirmation if an interpreter was required and whereby the Respondent was to provide written representations on his position as regards the duties of a Landlord in relation to the tenancy deposit paid to him in this Application.

## **Continued Case Management Discussion (CCMD)**

3.1 The CCMD took place on 24 August 2026 at 10am. The Applicant took part and confirmed that an interpreter was not required. The Respondent did not take part nor was he represented. He had not submitted written representations in accordance with the Direction from the CMD.

3.2 The Applicant sought a penalty to be made against the Respondent for his failure to lodge the deposit with an approved tenancy deposit scheme within 30 days of the commencement of the tenancy.

3.3 The Tribunal had before it vouching in respect of the terms of the Tenancy Agreement providing for a deposit to be paid, vouching in respect of the payment of the deposit and correspondence between parties establishing that a deposit

had been paid. Furthermore the Tribunal had before it correspondence that the deposit had not been paid into an approved tenancy deposit scheme.

## **Decision**

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

4.2 The Tribunal makes an Order for payment by the Respondent to the Applicant of the sum of Seven Hundred and Fifty Pounds (£750)

## **Reasons for Decision**

5.1 The Respondent has produced no defence to this Application. He has not taken part nor been represented in the CMD or the CCMD and did not respond to the Direction made at the CMD to produce a submission in answer to issues identified at the CMD.

5.2 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. The Tribunal was satisfied both that the necessary level of evidence had been provided through the application, at the CMD and at the CCMD in writing and orally and that it was appropriate to make a decision under regulation 10 of the 2011 Regulations at the CMD.

5.3 The Tribunal was satisfied that the evidence provided by the Applicant was credible and reliable on the material issues of the application. 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.

5.4 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.'*

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.'*

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].*

5.5 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.

5.6 The Tribunal considers the fact that the Respondent has neither taken part in the CMD nor CCMD and has not responded to the Direction made at the CMD. The Respondent has given no explanation for his failure to lodge the deposit in an approved deposit scheme timeously. The Respondent has given the Tribunal no mitigating factors.

5.7 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:

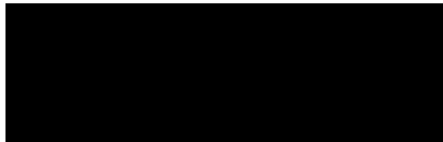
*"[13] In assessing the level of a penalty charge, the question is one of culpability, and the level of penalty requires to reflect the level of culpability. Examining the FtT's discussion of the facts, the first two features (purpose of Regulations; deprivation of protection) are present in every such 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."*

5.8 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 lower range of the scale of seriousness of breaches. The deposit was unprotected for the entirety of the tenancy however the tenancy period was relatively short. There was no evidence or suggestion of the aggravating factors as set out in *Rollett* and the amount of the deposit was relatively modest. The sum equivalent to one month's rent was considered by the Tribunal to be reasonable in all the circumstances.

## **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**

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**Legal Member/Chair**

**24 August 2026**

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**Date**