



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

**Chamber Ref: FTS/HPC/PR/23/2865**

**Re: Property at 6 Froghall Road, Aberdeen, AB24 3JL (“the Property”)**

**Parties:**

**Mrs Binsitha Mumthas Beegam Abdul Vahab, 17 Millbank lane, Aberdeen, AB25 3YG  
 (“the Applicant”)**

**Mrs Breege Kelly, Ms Lisa Gregory, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Member:**

**Andrew McLaughlin (Legal Member)**

**Summary of Discussion**

**Background**

[1] The above Application is submitted under Rule 103 and seeks the following orders:

- ‘1. An order directing landlord to refund the full deposit amount of £650 to me.*
- 2. An order compelling Landlord to adhere to the legal obligations surrounding tenancy deposit protection by lodging the deposit with an approved and recognised tenancy protection deposit scheme.”*

**The Hearing**

[2] Case Management Discussions took place regulating the progress of the Application. The Application then called for a Hearing for evidence to be heard and a final decision

to be made at 10 am on 10 March 2025 at AB1, 48 Huntly Street, Aberdeen. The Applicant was personally present. Her husband was also in attendance along with her three-year-old child. The Tribunal did not allow the child into the Tribunal room. The Tribunal suggested that, if necessary, the Applicant and her husband could take turns giving evidence to the Tribunal with the other watching the child outside. As it happens, the Applicant then expressly stated that she didn't wish her husband to give evidence. The Respondents were represented by their letting agent, Mr Tarun Dureja. Neither party had any preliminary matters to raise and indicated that they were content to commence the Hearing.

[3] The Tribunal began by enquiring if parties wished time to discuss a resolution informally outside the Tribunal. Both sides were agreeable to this approach and the Tribunal adjourned to allow parties time to negotiate. However, after ten or so minutes, parties confirmed that they had not been able to resolve their difficulties. The Tribunal therefore began hearing evidence. At the conclusion of each witnesses' evidence, each party was allowed to cross-examine the other. After all evidence was concluded, parties were also allowed to make closing submissions and to address the Tribunal on the precise decision that they thought the Tribunal ought to make.

#### **Mrs Binsitha Mumthas Beegam Abdul Vahab**

[4] The Applicant explained that she had never left India until she came to the UK to study. She arrived on 23 January 2023 with her husband and travelled directly to the Property. She described meeting Mr Tarun Dureja at 4pm and handing him a deposit of £650.00 in cash. She had got Mr Dureja's number from a friend. Ms Vahab was very particular about the date and time which she mentioned more than once. She explained that she didn't get a receipt. Ms Vahab then explained that they paid the first month's rent on 2 February 2023. Ms Vahab explained in her evidence that they may have fallen into rent arrears at certain points. All payments were made in cash and she did not have a bank account. She was of the view that Mr Dureja was now trying to cheat her out of the deposit. She made reference to the tenancy agreement itself which included express reference to a deposit of £650.00 being due. The Tribunal considered text messages exchanged between the parties. The Tribunal did however identify some inconsistencies in Ms Vahab's evidence.

[5] The Tribunal referred to a text message sent by Mr Dureja to the Ms Vahab on 24 February 2023. In that message, Mr Dureja reminded the Applicant that they would require to pay a deposit before entering the Property and sign the lease. That would have been incongruous with the notion that at 4pm the day before the deposit had already been paid in cash. There was no message then from Ms Vahab saying or referring to the deposit having been paid the day before as one might then expect. Ms Vahab then appeared to change her position and apologise and say that it was 24 February when the money was paid. But she had been very particular about the date and time previously. The Tribunal consequently struggled to accept Ms Vahab's account

of the facts when looked at against this text message. Ms Vahab's explanation for the sudden change of position amounted to little more than offering an apology.

[6] Ms Vahab's position was that she also paid the rent in cash and she accepted that there were difficulties paying the rent on time throughout the tenancy. Ms Vahab would also regularly not answer the Tribunal's questions but instead go off on tangents and repeat long passages of evidence already given. This appeared somewhat evasive. The Tribunal treated Ms Vahab's evidence with some caution.

### **Tarun Dureja**

[7] Mr Dureja explained that he was a letting agent who traded as The Property Leasing Company Ltd. He explained that he attended at the Property with the Applicant straight after she arrived at the airport. He expressly denied that she paid him £650.00 in cash as a deposit at their meeting on either 23 or 24 February 2023. Mr Dureja explained that he managed many deposits and was very familiar with the Regulations. However the Tribunal was struck by the lack of formal documentation put forward by Mr Dureja. He also appeared somewhat ignorant of what documentation was already before the Tribunal. Towards the end of the Hearing and indeed even after the Hearing finished, Mr Dureja asked if he could submit some further documentation. However the Tribunal explained that the time for lodging further documentation had long since come and gone and indeed that any such issue ought to have been canvassed as a preliminary matter at the start of the Hearing. What this documentation supposedly was also appeared somewhat vague.

[8] Mr Dureja explained that he frequently would let properties out to students and would often let them in the property without paying the deposit, even though the tenancy agreement provided for the payment of a deposit. He pointed out that the tenancy agreement provided for the payment of a deposit by bank transfer. Mr Dureja's approach to the matter was somewhat casual and lacking in rigour and consequently the Tribunal had similar doubts about the weight that could be properly attached to his own evidence. The whole situation appeared to be somewhat lacking in reliable objective documentary evidence and the absence of reliable paperwork left the Tribunal unsure about where the real truth of matters lay.

[9] However it was clear that Mr Dureja accepted that he was holding some money which ought to be returned to the Applicant. Mr Dureja accepted that as a result of the particular dates upon which the Applicant had provided notice to leave the Property, the Applicant was due a refund of a rental payment in the sum of £650.00. Mr Dureja was keen to point out that he was happy to return this sum to the Applicant but subject to a deduction of certain funds for "*cleaning costs*" associated with returning the Property to the condition it was at the start of the tenancy. It appeared very much to the Tribunal that Mr Dureja therefore appeared to be holding this other sum of £650.00 as a deposit within the meaning of the Regulations. Section 120 of the Housing (Scotland)

Act 2006 defined what a tenancy deposit is for the purposes of the Regulations. It is in the following terms.

*120 (1) A tenancy deposit is a sum of money held as security for —*

*(a) the performance of any of the occupant's obligations arising under or in connection with a tenancy or an occupancy arrangement, or*

*(b) the discharge of any of the occupant's liabilities which so arise.*

[10] Mr Dureja accepted that he held a sum of money and was very clearly holding it as security for the Respondent's obligations which in this case included an obligation to return the Property in a clean and tidy condition. Mr Dureja was quite open in his evidence about his ongoing negotiations with the Respondent about returning a proportion of this money. However, Mr Dureja failed to provide any evidence for the deduction of cleaning costs by way of vouching in the form of photographic evidence or an end of tenancy inventory.

[11] Having heard evidence from all parties, the Tribunal made the following findings in fact.

### **Findings in Fact**

- 1. The parties entered into a private residential tenancy agreement which commenced on 1 February 2023 in terms of which the Respondents let the Property to the Applicant.*
- 2. The Respondents Letting Agent was The Property Leasing Company Ltd and their Tarun Dureja was the main point of contact.*
- 3. The Applicant arrived at the Property and took occupation without parties clarifying the position of the deposit of £650.00 which was said to be due in terms of the tenancy.*
- 4. The Applicant left the Property on 31 July 2023 and submitted this Application on 21 August 2023.*
- 5. On account of the Applicant's date of departure from the Property, she was due a reimbursement of rent paid in the sum of £650.00.*
- 6. Mr Dureja has accepted that this sum ought to be returned to the Applicant and has confirmed that he is holding these funds subject to a negotiation regarding sums which ought to be deducted for cleaning costs. Mr Dureja is therefore holding the sum of*

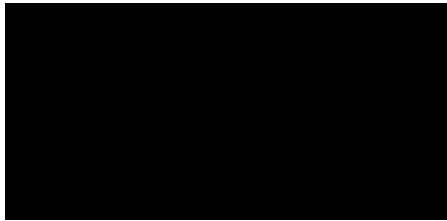
*£650.00 and treating this sum as akin to a deposit within the meaning of Section 120 of the Housing (Scotland) Act 2006.*

7. *This sum has not been registered in an approved scheme as required by the Regulations.*

## **Decision**

[12] Having made the above findings in fact and having considered the circumstances of the case, the Tribunal considers that the sum of £650.00 ought to be repaid to the Applicant on the basis that it is a sum equal to the value of the deposit held by Mr Dureja on behalf of the Respondents.

**NOTE: This document is not confidential and will be made available to other First-tier Tribunal for Scotland (Housing and Property Chamber) staff, as well as issued to tribunal members in relation to any future proceedings on unresolved issues.**



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**Legal Member**

**14 March 2025**

**Date**