



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/PR/24/4163

Re: Property at 1/2 90 Barrinngton Drive, UNKNOWN, G4 9ET (“the Property”)

Parties:

Miss Holly Marsden, Flat 38 Fentiman Road, UNKNOWN, SW8 1LA (“the Applicant”)

Ms Parveen Seema, 117 Cortmalaw Crescent, Glasgow, G33 1TD (“the Respondent”)

Tribunal Members:

Virgil Crawford (Legal Member)

Decision (in absence of the Respondent)

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

BACKGROUND

1. The Applicant previously rented the property from Mr Ghulam Sarwar Seema. An incomplete version of the lease was provided to the Tribunal. The part provided, however, confirmed the landlord to be Mr Ghulam Sarwar Seema with the tenant being Miss Holly Marsden.
2. A tenancy deposit in the sum of £600.00 was required in terms of the lease. This amount was paid by the Applicant to the Respondent.
3. The tenancy terminated on 30th June 2024.

4. The Applicant subsequently presented an application to the Tribunal seeking a penalty be imposed in relation to the failure of the landlord to lodge the tenancy deposit with an approved scheme as required by the Tenancy Deposit Scheme (Scotland) Regulations 2011. Proof of payment of the deposit to the landlord was provided. Proof that it had not been lodged with an approved scheme was provided to the Tribunal.
5. The application to the Tribunal, however, detailed the Respondent as being Miss Parveen Seema. A Mr Imran Sarwar was detailed as a Second Respondent. Neither of these persons, however, are named within the lease. In particular, neither are designed as landlord within the lease.
6. In a “paper apart” submitted to the Tribunal the Applicant stated *“I would like to note the uncertainties about the Landlord of this property. On our lease, Ghulam Sarwar Seema is noted as the landlord. However, in accordance with the landlord registration and our understanding, Parveen Seema is the landlord of this property. We understood it to be Parveen Seema, but during our tenancy, her son Imran Sarwar was the “manager” of the flat and was the only person we had contact with in accordance with our understanding, we assume Parveen Seema is the landlord.”*
7. The application was not amended, at any stage, to include Ghulam Sarwar Seema as a Respondent.

THE CASE MANAGEMENT DISCUSSION

8. A case management discussion was assigned to be held by teleconference at 10am on 21st March 2025. No Parties participated in the case management discussion.
9. The Tribunal dismissed the application.

REASONS FOR DECISION

10. Even if Parties had participated in the case management discussion, the application would have been dismissed. The landlord of the property is clearly stated within the lease as being Mr Ghulam Sarwar Seema. No other persons are detailed as holding that position.
11. The Tenancy Deposit Scheme (Scotland) Regulations 2011 place an obligation upon the landlord to lodge a tenancy deposit with an approved scheme and provide for a penalty being imposed upon the landlord in the event of any breach of the regulations.
12. The persons detailed as Respondents within the application are not landlords of the property. No duties are incumbent upon them in terms of the Tenancy Deposit Scheme (Scotland) Regulations 2011.

DECISION

The Tribunal dismissed 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.

Virgil Crawford



Legal Member/Chair

21 March 2025

Date